



## MEMORANDUM

TC

Agenda Item No. 3(D)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D.  
and Members  
Board of County Commissioners

DATE: December 11, 2003  
SUBJECT: Award Recommendation-  
Management Agreement for  
Airport Passenger and Baggage  
Assistance  
RFP No: MDAD-01-03

FROM: George M. Busacca  
County Manager

The attached agreement between N & K Enterprises, Inc. and Miami-Dade County has been prepared by the Miami-Dade Aviation Department ("Department") and is recommended for approval. It is further recommended that the Board authorize the County Manager or his designee to execute said agreement for and on behalf of the County, and to exercise any renewal, termination or cancellation provisions therein.

**PROJECT:** Management Agreement for Airport Passenger and Baggage Assistance

**PROJECT NO.:** RFP MDAD-01-03

**PROJECT LOCATION:** Miami International Airport

**PROJECT DESCRIPTION:** The scope of services under the Management Agreement requires that a firm shall manage, operate and provide the following generally described Airport Passenger and Baggage Assistance in the U.S. Customs and Border Patrol ("Customs") associated areas of Miami International Airport ("Airport"):

(A) Load baggage in the most efficient manner onto Department conveyors serving baggage claim devices.

(B) Arrange baggage in an orderly manner on the baggage claim devices and, after passengers from a flight operation have cleared Customs inspection, unload and store unclaimed baggage for pick up by the appropriate air carrier representative(s).

(C) If so directed by the Department, assist passengers in the handling of baggage within the Customs enclosure.

(D) Process all baggage and baggage containers, including, but not limited to, domestic and international intransit, oversized, pre-tagged, transfer, and the like, in accordance with procedures established from time to time by the Department and U.S. Customs.

(E) Assist passengers with baggage, after they have cleared Customs inspection, to airline intransit and regular ticket counters, to desired locations, including parking garages, or modes of ground transportation in the airport complex.

(F) Perform such additional related Airport Passenger and Baggage Assistance duties at designated areas of the airport complex which, in the sole discretion of the Department, are necessary for the efficient operation of the Airport.

**FIRM:**

N & K Enterprises, Inc.

**LOCATION OF FIRM:**

13700 N.W. 19<sup>th</sup> Ave  
Suite #2  
Opa Locka, FL 33054

**TERM OF AGREEMENT:**

The term of the Agreement will be three (3) years and the County reserves the right to extend this Agreement for up to seven (7) consecutive separate terms of one (1) year each, on the same terms and conditions contained in the Agreement, unless terminated under provisions contained in the Agreement, but in any case, not to exceed ten (10) years.

**RECOMMENDED CONTRACT  
MEASURES:**

BBE Set-aside

**ADVERTISEMENT DATE:**

July 14, 2003

**LIVING WAGE:**

Yes

**AMOUNT OF RECOMMENDED  
AGREEMENT:**

The agreement is estimated to be \$24,910,510 for the three year term and includes a management fee of \$15,000 per month. Under the Management

Agreement, Management is to submit annually an Annual Operating Budget for the next fiscal year. This budget is subject to the approval by the Department and is used by the Department in preparing its annual budget. The Management Agreement also provides that at the anniversary of each annual period, the Department may increase the amount of the monthly management fee by a percentage amount up to the percentage change in the Consumer Price Index for the Miami area for the prior twelve month period.

**HOW LONG IN BUSINESS:**

Seventeen (17) years

**COMPANY PRINCIPALS:**

Neville Jennings  
Neale B. Jennings, Jr.  
Kathleen I. Jennings

**PREVIOUS AGREEMENTS WITH  
THE COUNTY:**

See attached Firm History Report

**GENDER, ETHNICITY AND  
OWNERSHIP BREAKDOWN:**

Black Male

**AFFIRMATIVE ACTION  
EXPIRATION DATE:**

1/31/04

**USING AGENCY:**


Miami-Dade Aviation Department

**FUNDING SOURCE:**

Airport Revenue Funds

**APPROVED FOR LEGAL  
SUFFICIENCY:**

Yes

  
\_\_\_\_\_  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**DATE:** January 20, 2004

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No.

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review



Approved \_\_\_\_\_ Mayor

Agenda Item No.

Veto \_\_\_\_\_

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION WAIVING COMPETITIVE BIDDING AND SETTING ASIDE FOR COMPETITION SOLELY AMONG BLACK BUSINESS ENTERPRISES PURCHASE OF AIRPORT PASSENGER AND BAGGAGE ASSISTANCE SERVICES AT MIAMI INTERNATIONAL AIRPORT; AWARDING MANAGEMENT AGREEMENT FOR AIRPORT PASSENGER AND BAGGAGE ASSISTANCE AT MIAMI INTERNATIONAL AIRPORT TO N & K ENTERPRISES, INC.; APPROVING SUCH AGREEMENT BETWEEN THE COUNTY AND N & K ENTERPRISES, INC.; AND AUTHORIZING THE COUNTY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

**WHEREAS**, the County Manager and the Review Committee recommend to this Board that it is in the best interest of the County to set aside the Management Agreement for Airport Passenger and Baggage Assistance at Miami International Airport for competition solely among Black Business Enterprises ("BBEs") as there are substantial disparities for BBEs in the applicable relevant market segments, the opportunities provided by such Management Agreement are appropriate for applying a set aside, and race neutral measures will not address effectively the demonstrated disparities in the market segments involved; and

**WHEREAS**, this Board wishes to award the Management Agreement for Airport Passenger and Baggage Assistance to N & K Enterprises, Inc., approve the terms thereof and authorize the County Manager to execute such agreement and exercise any and all other rights conferred therein; and

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by this reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:**

Section 1. The matters contained in the foregoing recitals are incorporated in this resolution by reference.

Section 2. This Board finds that it is in the best interest of Miami-Dade County to waive competitive bidding procedures, and authorizes the set-aside purchase of airport passenger and baggage assistance services at Miami International Airport pursuant to the terms of the Management Agreement for Airport Passenger and Baggage Assistance for competition solely among Black business enterprises; formal bidding being waived by two-thirds (2/3) vote of the Board members present pursuant to Section 4.03(D) of the Home Rule Charter.

Section 3. This Board hereby awards the Management Agreement for Airport Passenger and Baggage Assistance at Miami International Airport to N & K Enterprises, Inc., approves the Management Agreement for Airport Passenger and Baggage Assistance between Miami-Dade County and N & K Enterprises, Inc. in substantially the form attached hereto and incorporated herein by this reference, and authorizes the County Manager or his designee to execute same for and on behalf of Miami-Dade County and to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrian D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency.

GBK

By: \_\_\_\_\_  
Deputy Clerk

Geri Bonzon-Keenan



MIAMI DADE COUNTY  
Firm History Report  
(excluding A&E)

From: N/A To: N/A

FIRM NAME: N & K ENTERPRISES, INC.  
13700 NW 19 Ave  
Opa Locka, FL 33054

SUBCONTRACTORS

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	SUBCONT AMOUNT	PAID TO SUB	PERIOD ENDING	PRIMES	AWARD AMOUNT	PAID TO PRIME	REQ TO DATE
RFQ 45 ZONE 1	1	AV	GOAL BBE 20%	12/19/2000	\$3,763,186	\$3,263,600.57	08/31/2003	UNICCO SERVICE COMPANY	\$18,815,929	\$1,404,945	\$14,927,693
JANITORIAL SERVICES OPERATING AGREEMENT FOR THE MIAMI-DADE AV									\$18,815,929		
0692-1/04-OTR	1	XX	SET ASIDE - BBE BBE 100%	09/09/2003				MULTIPLE FIRMS	\$1,598,200		
JANITORIAL SUPPLIES (SIC 50)									\$1,598,200		
R-1089-90-1	1	AV	GOAL BBE 17%	10/20/1998	\$0	\$2,398,939.60	06/30/2000	RISCOMP INDUSTRIES, INC.	\$15,000,000	\$0	\$9,688,258
SECOND AMENDMENT TO THE JANITORIAL SERVICES OPERATING AGREEMENT FOR THE MIAMI-DADE AVIATION DEPARTMENT (SIC 73)											
Change Order # 1			180 days GOAL BBE 17%						\$0		
									\$15,000,000		
Total Subcontractor Amount									\$3,763,186		



## MEMORANDUM

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TO: George M. Burgess  
County Manager

DATE: November 24, 2003

FROM: *Maryse Georges*  
Maryse Georges, Chairperson  
Evaluation/Selection Committee

SUBJECT: **AMENDED** Evaluation / Selection  
Committee Report – RFP for Airport  
Passenger and Baggage Assistance  
Project No. RFP-MDAD-01-03

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In reference to the Evaluation/Selection Committee Report dated October 30, 2003 and filed with the Office of the Clerk of the Board, please consider this an amended report to correct the scrivener's error in the Ranking of the Respondents. The correct Ranking of the Respondents is as follows:

### **RANKING OF RESPONDENTS**

1. N & K Enterprises, Inc.
2. Quality Aircraft Services, Inc.
3. Puryear, Inc.

c: Clerk of the Board

### **Evaluation/Selection Committee**

Maryse Georges, MDAD Chairperson  
Alina Exposito, MDAD  
Anne Syrcle Lee, MDAD  
Joe Mora, CSD  
Armond Clay Hockman, DBD  
Kathy Charles, BCCO



# MEMORANDUM

TO: Maryse Georges, Chairperson  
Evaluation/Selection Committee

DATE: November 19, 2003

FROM: George M. Burgess  
County Manager

SUBJECT: RFP for Airport Passenger and  
Baggage Assistance  
RFP No. MDAD-01-03

With reference to your report of October 30, 2003 (copy attached) concerning the above captioned subject, I hereby approve the selection of N & K Enterprises, Inc. for the above-mentioned project:

A Negotiation Committee is not necessary since the Proposer's Management Fee for the project was included in their proposal. Therefore in accordance with Section 4.4 of the Request for Proposals, prepare an award recommendation to N & K Enterprises, Inc. Include the below listed information in the award recommendation:

1. A general description of the project(s);
2. The total cost and source of funding for the project(s);
3. A brief description of the selection process;
4. Estimated timetables, including the completion dates of the project(s).

Please transmit the award recommendation for my review, and for my subsequent recommendation for award of the contract to the Board of County Commissioners.

Attachments

cc: Clerk of the Board of County Commissioners

**Selection Committee**

Maryse Georges, MDAD Chairperson  
Alina Exposito, MDAD  
Anne Syrcle Lee, MDAD  
Joe Mora, CSD  
Armond Clay Hockman, DBD  
Kathy Charles, BCCO

03 NOV 20 AM 9:02



## MEMORANDUM

TO: Kay Sullivan, Director  
Clerk of the Board

FROM: *Maryse Georges*  
Maryse Georges, Chairperson  
Evaluation / Selection Committee  
Miami-Dade Aviation Department

DATE: October 30, 2003

SUBJECT: Request for Proposals for  
Airport Passenger and Baggage  
Assistance, RFP-MDAD-01-03

Please take the necessary action to have the attached report placed in the public records in accordance with the requirements of Administrative Order 3-16.

Your assistance in this matter is greatly appreciated.

If you have any questions, please let me know.

MG/cp  
Attachment



# MEMORANDUM

TO: George M. Burgess  
County Manager

DATE: October 30, 2003

FROM: *Maryse Georges*  
Maryse Georges, Chairperson  
Evaluation/Selection Committee

SUBJECT: Evaluation / Selection Committee  
Report – RFP for Airport Passenger  
and Baggage Assistance  
Project No. RFP-MDAD-01-03

As authorized by Administrative Order 3-16 and the County Manager's memorandum dated August 27, 2003, the designated Committee met and conducted the selection process for the subject services on September 22, 2003 and October 6, 2003. This process was conducted in accordance with the procedures specified by the Request for Proposals (RFP), as described in the attached summary of minutes.

## **PRESCREENING MEETING OF SEPTEMBER 22, 2003**

As announced in the Metro Calendar and the "Daily Business Review", the Evaluation / Selection Committee met on September 22, 2003, at the Miami-Dade Aviation Department, Concourse A Auditorium, and undertook a review of the proposals submitted by the three (3) Proposers that responded to the public notice. As a result, all three (3) Proposers were invited to make oral presentations before the Committee at the October 6, 2003 public hearing.

## **PUBLIC HEARING MEETING OF OCTOBER 6, 2003**

As advertised in the Metro Calendar and the "Daily Business Review," a Selection Committee meeting was held on October 6, 2003 at the Miami-Dade Aviation Department, Building 5A, 4<sup>th</sup> floor Conference Room F. At this meeting, the Selection Committee heard presentations from the three (3) Proposers found to be qualified at the September 22, 2003 prescreening meeting.

Representatives from the Proposers made 15-minute presentations and responded to questions from the Committee. Upon conclusion of the oral presentations, the Committee conducted a general discussion regarding each of the Proposers and the Committee undertook an evaluation and ranking process. The following Proposers have been found to be highly qualified to provide the desired services and are listed below in the Committee's order of suggested rank for your approval to proceed with the preparation of an award recommendation to the highest ranked responsive and responsible Proposer.

## **RANKING OF RESPONDENTS**

1. N & K Enterprises, Inc.
2. Puryear, Inc.
3. Quality Aircraft Services, Inc.



Attached are the following items to substantiate the Committee's actions to date:

Summary Minutes of Prescreening of September 22, 2003  
Summary Minutes of Public Hearing of October, 6, 2003  
Attachement A - Overall Results  
Attachement B - Price Proposal Evaluation

c: Clerk of the Board

Evaluation/Selection Committee

Maryse Georges, MDAD Chairperson  
Alina Exposito, MDAD  
Anne Syrcle Lee, MDAD  
Joe Mora, CSD  
Armond Clay Hockman, DBD  
Kathy Charles, BCCO

**MIAMI DADE COUNTY, FLORIDA  
MIAMI-DADE AVIATION DEPARTMENT**

**REQUEST FOR PROPOSALS  
FOR  
AIRPORT PASSENGER AND BAGGAGE ASSISTANCE**

**MDAD RFP NO. MDAD-01-03**

**SUMMARY MINUTES OF  
PRESCREENING**

**EVALUATION / SELECTION COMMITTEE MEETING**

**September 22, 2003**

**MIAMI-DADE AVIATION DEPARTMENT**  
**REQUEST FOR PROPOSALS**  
**FOR AIRPORT PASSENGER AND BAGGAGE ASSISTANCE**

**RFP NO. MDAD-01-03**

**SUMMARY OF PRESCREENING MINUTES**  
**September 22, 2003**

As authorized by the County Manager's memorandum dated August 27, 2003, the individuals listed below met on Monday, September 22, 2003, at the Miami-Dade Aviation Department, Concourse A Auditorium, Miami, Florida, to review the materials submitted by the responding three (3) Proposers in response to the public notice regarding the subject selection:

**EVALUATION SELECTION COMMITTEE**

Maryse Georges, MDAD Chairperson (Non-voting)  
Alina Exposito, MDAD  
Anne Syrcle Lee, MDAD  
Joe Mora, CSD  
Armond Clay Hockman, DBD  
Kathy Charles, BCCO

**SUPPORT STAFF**

AnaMaria Saks, MDAD  
Claudia Puentes, MDAD

Ms. Maryse Georges, Chairperson, opened the meeting by presenting the Evaluation/Selection Committee with an overview of the process and of the required services. Ms. Alina Exposito provided the Selection Committee ("Committee") with a detailed version of the required services.

Ms. Georges directed the Committee's attention to the attached Inventory of Submitted Proposals. Ms. Georges advised the Committee that the three (3) Proposers, N & K Enterprises, Inc., Puryear, Inc. and Quality Aircraft Services, Inc. met the minimum qualifications and submitted the requested documentation as required by the Request for Proposals for the Airport Passenger and Baggage Assistance project. The Committee was further advised that all three (3) Proposers were found responsive by the County Attorney's Office. The Committee was also informed that the General Manager's experience and qualifications provided in the proposal for all three (3) Proposers were not explicit and needed to be clarified. The Committee requested that any necessary clarifications required by the Proposers be requested at the Public Hearing.

Ms. Georges further advised the Committee that the Contract Measures established for this project was a BBE Set-Aside and that the Department of Business Development found all three (3) Proposers to be in compliance with the Contract Measure requirements.

The Committee members proceeded to discuss the Proposals submitted by the three (3) Proposers in relation to the required services of the Request for Proposals (RFP). After these discussions ended, the Committee members agreed that the three (3) Proposers were in compliance with the requested data. Upon conclusion of the above, the following action was taken:

**Summary Minutes of the Prescreening for the  
Request for Airport Passenger and Baggage Assistance  
September 22, 2003  
Page 2 of 2**

Moved: Anne Syrcle Lee

Motion: To invite the three (3) Proposers to present at a Public Hearing.

Seconded: Joe Mora

Action: Adopted unanimously

The Committee then proceeded with the following action:

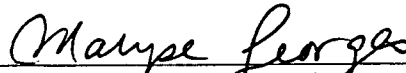
Moved: Joe Mora

Motion: Conduct oral presentations for a period of fifteen (15) minutes each and to have the Proposers respond to questions from the Selection Committee members for a period of twenty (20) minutes each at the Public Hearing.

Seconded: Anne Syrcle Lee

Action: Adopted unanimously

The Public Hearing meeting will be held on October 6, 2003, beginning at 10:00 am, at the Miami-Dade Aviation Department, Bldg. 5A, 4200 NW 36<sup>th</sup> Street, 4<sup>th</sup> Floor, Conference Room F, Miami, Florida. The oral presentation will be fifteen (15) minutes, and twenty (20) minutes for a question and answer period.



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Ms. Maryse Georges  
Chairperson




## MEMORANDUM

TO: *Maryse Georges*  
*Contracts Administration*

DATE: *September 19, 2003*

SUBJECT: **RFP No. MDAD-01-03 Passenger  
and Baggage Assistance –  
Responsiveness of Respondents**

FROM: *Geri Bonzon-Keenan*   
*Assistant County Attorney*

You have asked whether the three respondents on this project are responsive. In an inventory dated September 15, 2003 you have identified various defects in the submittals of the three respondents, N&K Enterprises Inc., Puryear, Inc. and Quality Aircraft Services, Inc. I conclude that all three respondents are responsive.

Subject to approval by DBD of the requirements of the BBE program, the defects identified in the inventory of September 15, 2003 do not cause the respondents to be non-responsive. Missing information relates to the responsibility, not the responsiveness, of the respondents. In addition, the submission of subcontracting policy statements and proof of authorization to do business are conditions of award. Thus, the three respondents are responsive.

Please note, however, that this opinion does not address any issues covered by the County's BBE ordinance, administrative orders, procedures or specifications, and these matters are deferred to the determination of the Department of Business Development or its attorneys.

cc. John McInnis



## MEMORANDUM

TO: Maryse Georges  
Procurement Contract Specialist  
Contracts Division

DATE: August 29, 2003

FROM: Marilyn Moreno *Marilyn Moreno*  
Administrative Secretary  
Minority Affairs Division

SUBJECT: **COMPLIANCE REVIEW**  
Bid No. RFP MDAD 01-03  
Airport Passenger and  
Baggage Assistance

Attached is the Compliance Review memorandum for the subject project received from the Department of Business Development on August 28, 2003.

If you need additional information, please call me at 7971.

HLG/mm  
Attachment

cc. B. Phillips  
B. Drum  
S. Warner-Dooley  
P. Ryan  
D. Whittington  
D. Davis  
H. Gregory  
M. Clark-Vincent  
A. Exposito  
A. Tecle  
C. Corrales  
Project File

03 SEP - 2 AM 9:36

XC: H6, CC, AT, FILE



# MEMORANDUM

TO: Angela Gittens, Director  
Miami-Dade Aviation Department

FROM: Marsha E. Jackson, Director  
Department of Business Development

DATE: August 29, 2003

SUBJECT: Compliance Review  
Bid No. RFP MDAD 01-03  
Airport Passenger and Baggage Assistance

The contract measure applicable to this contract is a set-aside for Black Business Enterprises (BBEs). In order to participate as a BBE, the bidder must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract. The BBE must also be certified in the trade, commodity or service area in order to be eligible to participate.

The following bidders are eligible for the set aside measure:

Bidder

& K Enterprises, Inc.

Certification Status

(BBE), Cert. Exp. 04/30/2004  
Service Establishment Equipment &  
Supplies Wholesalers  
Printing & Writing Paper Wholesalers  
Industrial & Writing Paper Wholesalers  
Janitorial Services  
Other Airport Operations

Puryear, Inc.

(BBE), Cert. Exp. 08/31/2004  
All Other Personal Services  
Janitorial Services  
Computer & Computer Peripheral  
Equipment & Software Wholesalers  
All Other Support Services  
Computer Systems Design Services  
Floor Covering Stores  
Other Airport Operations

Quality Aircraft Services, Inc.

(BBE), Cert. Exp. 05/31/2004  
Security Guards & Patrol Services  
Transit & Ground Passenger  
Transportation  
Other Airport Operations

2003 AUG 28 PM 3:37

MINORITY AFFAIRS

August 29, 2003  
Bid No. RFP MDAD 01-03  
Page 2

Please note that this memorandum only addresses compliance with the Black Business Enterprise Program and the established contract measures. The Department of Procurement Management is responsible for any other issues/requirements that may exist.

If you have any question please call Albert Porter at (305) 349-5984.

c: Howard Gregory, MDAD  
Maryse Georges, MDAD  
D. Whittington, MDAD  
Traci Adams, DBE  
Shela Martinez, DBD  
File



**PROPOSER'S RESPONSE LIST**  
**MIAMI-DADE AVIATION DEPARTMENT**  
**MIAMI-DADE COUNTY, FLORIDA**  
**AIRPORT PASSENGER AND BAGGAGE ASSISTANCE**  
**PROJECT No. MDAD-01-03**  
**SUBMITTAL DATE: August 14, 2003**

**ORDER  
OF  
SUBM.**

**NAME OF PROPOSERS**

1. N & K Enterprises Inc.
2. Puryear, Inc.
3. Quality Aircraft Services, Inc.

# INVENTORY OF SUBMITTED PROPOSALS

## Airport Passenger and Baggage Assistance

RFP No. MDAD-01-03

Proposal Submission Requirements

Name of Proposer: N&K Enterprises Inc.

Address: 13700 N.W. 19<sup>th</sup> Ave, #2, Opa Locka, FL 33054

Contact Person/Title: Neville Jennings

Phone: (305) 953-5550

Fax: (305) 953- 5540

Contract  
Measures:  
BBE Set-Aside

Item No.	RFP Section	Submission Requirements	Y/N	COMMENTS
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		<b>OVERVIEW REQUIREMENTS</b>		
1	1.8	Contract Measure Requirements, BBE Certification	Y	BBE certified Exp. 4/30/2004
2	1.10	Guarantee Deposit of \$2,000 submitted with Proposal	Y	Cashier's Check, Bank of America
3	3.2, A 1)	<b>APPENDIX A Technical Proposal</b> Cover Page for Technical Proposal signed by Authorized Officer	Y	
4	3.2 A 2)	Table of Contents	Y	
5	3.2 A 3)	Executive Summary describing the Proposer's ability to perform the work requested in the RFP.	Y	
6	3.2 B 4)	<b>APPENDIX A – MINIMUM QUALIFICATIONS REQUIREMENT AFFIDAVIT</b> • <b>Majority Ownership (51% or more)</b> • <b>Management or Operation</b> for three (3) consecutive years of the past five (5) years of a business comprised of at least 100 full-time employees working multiple shifts spanning a minimum of twelve (12) consecutive hours per day.	Y Y Y	Submitted executed affidavit
7	3.2, A 5 a)	Experience of the Proposer		
8		• number of years firm has been in existence.	Y	17 years in operation, since 1986
9		• current number of employees	Y	>150 employees
10		• Description of comparable contracts (similar scope of services to those required in the RFP) as either on going or completed in the past 5 years identifying:	N	Project experience is for janitorial services. See "Note" in proposal on page 6
11	i	The client	Y	
12	ii	Description of work or services	Y	

# INVENTORY OF SUBMITTED PROPOSALS

## Airport Passenger and Baggage Assistance

RFP No. MDAD-01-03

Proposal Submission Requirements

Name of Proposer: N&K Enterprises Inc.

Address: 13700 N.W. 19<sup>th</sup> Ave, #2, Opa Locka, FL 33054

Contact Person/Title: Neville Jennings

Phone: (305) 953-5550

Fax: (305) 953- 5540

Contract  
Measures:  
BBE Set-Aside

Item No.	RFP Section	Submission Requirements	Y/N	COMMENTS
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13	iii	Contract duration	Y	
14 a	iv	Customer contact person and phone number for reference	Y	telephone no. of CBM Industries or Riscomp Industries as contact person is not listed.
14 b		Proposer must provide a list if its current clients whose interests may conflict with those of the County and the Department.	Y	N&K advise they had no conflict, see page 6 of their proposal.
15	3.2 A 5b)	Organizational chart showing key individuals to be assigned to this project.	Y	
16	3.2 A 5c)	Resumes with job descriptions and qualification information on all key personnel who will be assigned to this project	Y	
17	3.2 A 5d)	List of all contract(s) performed for Miami-Dade County in accordance with Ordinance 98-42 identifying:	Y	
18		• The administering County Department(s)	Y	
19		• Contract contact person(s) and phone number(s)	Y	telephone no. of CBM Industries or Riscomp Industries as contact person is not listed.
20		• Dates covering the term of the contract(s)	Y	
21		• Dollar value of the contract(s)	Y	
22	3.2 A 5e)	Pending Litigation	Y	No pending litigation
23	3.2, A 6	The General Manager must have at least one (1) year of the experience managing a total workforce of at least 100 persons working multiple shifts spanning a minimum of twelve (12) hours per day.  Proposed General Manager's experience and qualifications.	?	General Manager is <b>Kevin Street</b> . Unclear if proposed general manager has one year of experience managing a total workforce of at least 100 persons working multiple shifts spanning a minimum of twelve consecutive hours per day. See page 14 and resume, exhibit #2.

# INVENTORY OF SUBMITTED PROPOSALS

## Airport Passenger and Baggage Assistance

RFP No. MDAD-01-03

Proposal Submission Requirements

Name of Proposer: N&K Enterprises Inc.

Address: 13700 N.W. 19<sup>th</sup> Ave, #2, Opa Locka, FL 33054

Contact Person/Title: Neville Jennings

Phone: (305) 953-5550

Fax: (305) 953- 5540

Contract  
Measures:  
BBE Set-Aside

Item No.	RFP Section	Submission Requirements	Y/N	COMMENTS
24		• Name(s) of client(s)	Y	
25		• Work performed	Y	
26		• Length of time employed	Y	
27		• Customer contact person(s) and phone number(s) for reference	N	No customer contact name and phone numbers provided for General Manager
28	3.2, A 7 a)	Work plan for the transition period including the following:	Y	
29	i	Work schedules	N	Work schedules were not provided. See statement on page 16.
30	ii	Personnel to be assigned	Y	
31	iii	Transition milestone dates	Y	N&K's transition milestone is 21 days
32	iv	Familiarity and expertise in the use of time keeping and reporting systems that confirm actual hours and work performed.	Y	
33	v	Familiarity with responding to customer service issues and a detailed description of its customer service training program(s).	Y	
34	vi	Describe in detail Proposer's training programs including standards for quality performance.	Y	
35	3.2, A 8	Employment Plan	Y	
36	3.2, A 8a)	Detailed employment policies and procedures	Y	
37	3.2, A 8b)	Detailed plans to interview and/or hire incumbent operator's employees	Y	
38	3.2, A 8c)	Detailed description of all human resource programs that demonstrate Proposer's ability to promote and manage a diversified work force, promote work place fairness and equal opportunity, and establish and enhance employee motivation	Y	

# INVENTORY OF SUBMITTED PROPOSALS

## Airport Passenger and Baggage Assistance

RFP No. MDAD-01-03

Proposal Submission Requirements

Name of Proposer: N&K Enterprises Inc.

Address: 13700 N.W. 19<sup>th</sup> Ave, #2, Opa Locka, FL 33054

Contact Person/Title: Neville Jennings

Phone: (305) 953-5550

Fax: (305) 953- 5540

Contract  
Measures:  
BBE Set-Aside

Item No.	RFP Section	Submission Requirements	Y/N	COMMENTS
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39	B-1	<b>APPENDIX B – Lobbyist Registration</b>	Y	
40	C-1	<b>APPENDIX C – Acknowledgement of Addenda. Addenda #1 issued 8/11/03</b>	Y	N&K received Addenda # 1 on 8/12/03
41	D	<b>APPENDIX D – Local Business Preference</b>	Y	Occupational License/Proof Of Lease Agreement
	D(3)	• Proof of Occupancy (ie. Lease Agreement)		
	D(4)	• Miami Dade County Occupational License		
		<b>APPENDIX E – AFFIDAVITS</b>		
	3.2, 9	<b>Affidavits – Required With Proposal</b>		
		<b>Single Execution Affidavit</b>		
42	E-3	• <b>Affidavit 1</b> Sworn Statement on Public Entity Crimes Sworn Statement	Y	
43	E-4	• <b>Affidavit 2</b> Debarment Disclosure Affidavit	Y	
44	E-5	• <b>Affidavit 3</b> Criminal Record Affidavit	Y	
45	E-6	<b>Affidavit 4</b> Current in Obligations to the County Affidavits	Y	
46	E-7	<b>Affidavit 5</b> Contractor's Disclosure Affidavit	Y	
47	E-14	<b>Affidavit 6</b> Code of Business Ethics Affidavit	Y	
48	E-16	<b>Affidavit 7A</b> Affirmative Action Plan/Procurement Policy Affidavit	N/A	
49	E-17	<b>Affidavit 7B</b> Affirmative Action Plan/Procurement Exemption Affidavit	Y	
	3.2, 10	<b>Affidavits – Condition Of Award</b>		
50	E-19	• Subcontractor/Supplier Listing	Y	
51	E-20	• Single Execution Condition of Award Certifications	Y	

# INVENTORY OF SUBMITTED PROPOSALS

## Airport Passenger and Baggage Assistance

RFP No. MDAD-01-03

Proposal Submission Requirements

Name of Proposer: N&K Enterprises Inc.

Address: 13700 N.W. 19<sup>th</sup> Ave, #2, Opa Locka, FL 33054

Contact Person/Title: Neville Jennings

Phone: (305) 953-5550

Fax: (305) 953- 5540

Contract  
Measures:  
BBE Set-Aside

Item No.	RFP Section	Submission Requirements	Y/N	COMMENTS
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		1. Disability Nondiscrimination Certification 2. Domestic Leave Certification 3. Delinquent and Currently Due Fees and Taxes Verification Drug Free Work Place Certification		
52		• Subcontracting Policies Statements	N	Not submitted
53		• Proof Authorization to do Business	N	Not submitted

# INVENTORY OF SUBMITTED PROPOSALS

## Airport Passenger and Baggage Assistance

RFP No. MDAD-01-03

Proposal Submission Requirements

Name of Proposer: Puryear, Inc.

Address: 16155 SW 117<sup>th</sup> Ave, Suite #12 Miami, FL 33177

Contact Person/Title: Jonathan L. Dotson

Phone: (305) 256-2636

Fax: (305) 255-0709

Contract

Measures:

BBE Set-Aside

Item No.	RFP Section	Submission Requirements	Y/N	COMMENTS
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		<b>OVERVIEW REQUIREMENTS</b>		
1	1.8	Contract Measure Requirements, BBE Certification	Y	BBE certified Exp. 8/31/2004
2	1.10	Guarantee Deposit of \$2,000 submitted with Proposal	Y	"Official Check" Wachovia
3	3.2, A 1)	<b>APPENDIX A Technical Proposal</b> Cover Page for Technical Proposal signed by Authorized Officer	Y	
4	3.2 A 2)	Table of Contents	Y	
5	3.2 A 3)	Executive Summary describing the Proposer's ability to perform the work requested in the RFP.	Y	
6	3.2 B 4)	<b>APPENDIX A – MINIMUM QUALIFICATIONS REQUIREMENT AFFIDAVIT</b> <ul style="list-style-type: none"> <li>Majority Ownership (51% or more)</li> <li>Management or Operation for three (3) consecutive years of the past five (5) years of a business comprised of at least 100 full-time employees working multiple shifts spanning a minimum of twelve (12) consecutive hours per day.</li> </ul>	Y Y Y	Submitted executed affidavit
7	3.2, A 5 a)	Experience of the Proposer		
8		<ul style="list-style-type: none"> <li>number of years firm has been in existence.</li> </ul>	Y	
9		<ul style="list-style-type: none"> <li>current number of employees</li> </ul>	Y	
10		<ul style="list-style-type: none"> <li>Description of comparable contracts (similar scope of services to those required in the RFP) as either on going or completed in the past 5 years identifying:</li> </ul>	N	Project experience listed is for janitorial and telecommunication services. (Proposal also listed system furniture installation in previous county contracts).
11	i	The client	Y	

# INVENTORY OF SUBMITTED PROPOSALS

## Airport Passenger and Baggage Assistance

RFP No. MDAD-01-03

Proposal Submission Requirements

Name of Proposer: Puryear, Inc.

Address: 16155 SW 117<sup>th</sup> Ave, Suite #12 Miami, FL 33177

Contact Person/Title: Jonathan L. Dotson

Phone: (305) 256-2636

Fax: (305) 255-0709

Contract  
Measures:  
BBE Set-Aside

Item No.	RFP Section	Submission Requirements	Y/N	COMMENTS
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12	ii	Description of work or services	Y	
13	iii	Contract duration	Y	
14 a	iv	Customer contact person and phone number for reference	Y	
14 b		Proposer must provide a list if its current clients whose interests may conflict with those of the County and the Department.	N	Not answered
15	3.2 A 5b)	Organizational chart showing key individuals to be assigned to this project.	N	
16	3.2 A 5c)	Resumes with job descriptions and qualification information on all key personnel who will be assigned to this project	?	Resumes are provided for the key personnel, however, these individuals are not identified as to which job they would hold if awarded this contract, except for General Manager
17	3.2 A 5d)	List of all contract(s) performed for Miami-Dade County in accordance with Ordinance 98-42 identifying:	Y	
18		• The administering County Department(s)	Y	
19		• Contract contact person(s) and phone number(s)	Y	
20		• Dates covering the term of the contract(s)	Y	
21		• Dollar value of the contract(s)	Y	
22	3.2 A 5e)	Pending Litigation	Y	No pending litigation
23	3.2, A 6	The General Manager must have at least one (1) year of the experience managing a total workforce of at least 100 persons working multiple shifts spanning a minimum of twelve (12) hours per day.  Proposed General Manager's experience and qualifications.	?	General Manager is Nasser Chery, Managed 250 skycaps with Skycap International from 1980-1991, but resume is unclear whether it was for 12 hours a day, see page 14



# INVENTORY OF SUBMITTED PROPOSALS

## Airport Passenger and Baggage Assistance

RFP No. MDAD-01-03

Proposal Submission Requirements

Name of Proposer: Puryear, Inc.

Address: 16155 SW 117<sup>th</sup> Ave, Suite #12 Miami, FL 33177

Contact Person/Title: Jonathan L. Dotson

Phone: (305) 256-2636

Fax: (305) 255-0709

Contract  
Measures:  
BBE Set-Aside

Item No.	RFP Section	Submission Requirements	Y/N	COMMENTS
24		• Name(s) of client(s)	Y	
25		• Work performed	Y	
26		• Length of time employed	Y	
27		• Customer contact person(s) and phone number(s) for reference	N	No customer contact name and phone numbers provided for General Manager
28	3.2, A 7 a)	Work plan for the transition period including the following:	Y	
29	i	Work schedules	N	
30	ii	Personnel to be assigned	Y	
31	iii	Transition milestone dates	Y	30 days, see page 22
32	iv	Familiarity and expertise in the use of time keeping and reporting systems that confirm actual hours and work performed.	Y	
33	v	Familiarity with responding to customer service issues and a detailed description of its customer service training program(s).	Y	
34	vi	Describe in detail Proposer's training programs including standards for quality performance.	Y	
35	3.2, A 8	Employment Plan	Y	
36	3.2, A 8a)	Detailed employment policies and procedures	Y	
37	3.2, A 8b)	Detailed plans to interview and/or hire incumbent operator's employees	Y	
38	3.2, A 8c)	Detailed description of all human resource programs that demonstrate Proposer's ability to promote and manage a diversified work force, promote work place fairness and equal opportunity, and establish and enhance employee motivation	Y	
39	B-1	<b>APPENDIX B – Lobbyist Registration</b>	N	

# INVENTORY OF SUBMITTED PROPOSALS

## Airport Passenger and Baggage Assistance

RFP No. MDAD-01-03

Proposal Submission Requirements

Name of Proposer: Puryear, Inc.

Address: 16155 SW 117<sup>th</sup> Ave, Suite #12 Miami, FL 33177

Contact Person/Title: Jonathan L. Dotson

Phone: (305) 256-2636

Fax: (305) 255-0709

Contract  
Measures:  
BBE Set-Aside

Item No.	RFP Section	Submission Requirements	Y/N	COMMENTS
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40	C-1	<b>APPENDIX C – Acknowledgement of Addenda. Addenda #1 issued 8/11/03</b>	N	
41	D D(3) D(4)	<b>APPENDIX D – Local Business Preference</b> • Proof of Occupancy (ie. Lease Agreement) • Miami Dade County Occupational License	Y	Proof of Occupational License provided, No lease Agreement provided
		<b>APPENDIX E – AFFIDAVITS</b>		
	3.2, 9	<b>Affidavits – Required With Proposal</b>		
		<b>Single Execution Affidavit</b>		
42	E-3	• <b>Affidavit 1</b> Sworn Statement on Public Entity Crimes Sworn Statement	Y	
43	E-4	• <b>Affidavit 2</b> Debarment Disclosure Affidavit	Y	
44	E-5	• <b>Affidavit 3</b> Criminal Record Affidavit	Y	
45	E-6	<b>Affidavit 4</b> Current in Obligations to the County Affidavits	Y	
46	E-7	<b>Affidavit 5</b> Contractor's Disclosure Affidavit	Y	
47	E-14	<b>Affidavit 6</b> Code of Business Ethics Affidavit	Y	
48	E-16	<b>Affidavit 7A</b> Affirmative Action Plan/Procurement Policy Affidavit	N/A	
49	E-17	<b>Affidavit 7B</b> Affirmative Action Plan/Procurement Exemption Affidavit	Y	
		<b>Affidavits – Condition Of Award</b>		
50	E-19	• Subcontractor/Supplier Listing	Y	
51	E-20	• Single Execution Condition of Award Certifications 1. Disability Nondiscrimination Certification	Y	

# INVENTORY OF SUBMITTED PROPOSALS

## Airport Passenger and Baggage Assistance

RFP No. MDAD-01-03

Proposal Submission Requirements

Name of Proposer: Puryear, Inc.

Address: 16155 SW 117<sup>th</sup> Ave, Suite #12 Miami, FL 33177

Contact Person/Title: Jonathan L. Dotson

Phone: (305) 256-2636

Fax: (305) 255-0709

Contract  
Measures:  
BBE Set-Aside

Item No.	RFP Section	Submission Requirements	Y/N	COMMENTS
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		2. Domestic Leave Certification 3. Delinquent and Currently Due Fees and Taxes Verification Drug Free Work Place Certification		
52		• Subcontracting Policies Statements	N	
53		• Proof Authorization to do Business	Y	Provided Occupational License

# INVENTORY OF SUBMITTED PROPOSALS

## Airport Passenger and Baggage Assistance

RFP No. MDAD-01-03

Proposal Submission Requirements

Name of Proposer: Quality Aircraft Services, Inc.

Address: 7500 NW 25<sup>th</sup> Street, Suite 215, Miami, FL 33122

Contact Person/Title: Arthur L. Wright Jr.

Phone: (305) 406-2938

Fax: (305) 406-2835

Contract  
Measures:  
BBE Set-Aside

Item No.	RFP Section	Submission Requirements	Y/N	COMMENTS
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		<b>OVERVIEW REQUIREMENTS</b>		
1	1.8	Contract Measure Requirements, BBE Certification	Y	BBE certified Exp. 5/31/2004
2	1.10	Guarantee Deposit of \$2,000 submitted with Proposal	Y	Cashier's Check, Bank of America
3	3.2, A 1)	<b>APPENDIX A Technical Proposal</b> Cover Page for Technical Proposal signed by Authorized Officer	Y	
4	3.2 A 2)	Table of Contents	Y	
5	3.2 A 3)	Executive Summary describing the Proposer's ability to perform the work requested in the RFP.	Y	
6	3.2 B 4)	<b>APPENDIX A - MINIMUM QUALIFICATIONS REQUIREMENT AFFIDAVIT</b> <ul style="list-style-type: none"> <li>Majority Ownership (51% or more)</li> <li>Management or Operation for three (3) consecutive years of the past five (5) years of a business comprised of at least 100 full-time employees working multiple shifts spanning a minimum of twelve (12) consecutive hours per day.</li> </ul>	Y Y Y	Submitted executed affidavit
7	3.2, A 5 a)	Experience of the Proposer		
8		• number of years firm has been in existence.	Y	
9		• current number of employees	Y	
10		• Description of comparable contracts (similar scope of services to those required in the RFP) as either on going or completed in the past 5 years identifying:	Y	
11	i	The client	Y	
12	ii	Description of work or services	Y	
13	iii	Contract duration	Y	

# INVENTORY OF SUBMITTED PROPOSALS

## Airport Passenger and Baggage Assistance

RFP No. MDAD-01-03

Proposal Submission Requirements

Name of Proposer: Quality Aircraft Services, Inc.

Address: 7500 NW 25<sup>th</sup> Street, Suite 215, Miami, FL 33122

Contact Person/Title: Arthur L. Wright Jr.

Phone: (305) 406-2938

Fax: (305) 406-2835

Contract  
Measures:  
BBE Set-Aside

Item No.	RFP Section	Submission Requirements	Y/N	COMMENTS
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14 a	iv	Customer contact person and phone number for reference	Y	
14 b		Proposer must provide a list if its current clients whose interests may conflict with those of the County and the Department.	Y	Does not have any clients whose interests may conflict with those of the County and the Department.
15	3.2 A 5b)	Organizational chart showing key individuals to be assigned to this project.	Y	
16	3.2 A 5c)	Resumes with job descriptions and qualification information on all key personnel who will be assigned to this project	N	However, job description only lists the title of the job, no description
17	3.2 A 5d)	List of all contract(s) performed for Miami-Dade County in accordance with Ordinance 98-42 identifying:	Y	
18		• The administering County Department(s)	Y	
19		• Contract contact person(s) and phone number(s)	Y	
20		• Dates covering the term of the contract(s)	Y	
21		• Dollar value of the contract(s)	N	States variable compensation depending on airline or on the hourly rate
22	3.2 A 5e)	Pending Litigation	Y	No pending litigation
23	3.2, A 6	The General Manager must have at least one (1) year of the experience managing a total workforce of at least 100 persons working multiple shifts spanning a minimum of twelve (12) hours per day.  Proposed General Manager's experience and qualifications.	?	General Manager is Arthur L. Wright Jr. Arthur L. Wright Jr. was promoted in 1998 to Manager. Quality stated they maintain a staff of 114 employees, resume is unclear if it was for multiple shifts (12 hours) and was it for a period of 1 year. See page 14 and resume, exhibit #2.

# INVENTORY OF SUBMITTED PROPOSALS

## Airport Passenger and Baggage Assistance

RFP No. MDAD-01-03

Proposal Submission Requirements

Name of Proposer: Quality Aircraft Services, Inc.

Address: 7500 NW 25<sup>th</sup> Street, Suite 215, Miami, FL 33122

Contact Person/Title: Arthur L. Wright Jr.

Phone: (305) 406-2938

Fax: (305) 406-2835

Contract  
Measures:  
BBE Set-Aside

Item No.	RFP Section	Submission Requirements	Y/N	COMMENTS
24		• Name(s) of client(s)	Y	
25		• Work performed	Y	
26		• Length of time employed	Y	
27		• Customer contact person(s) and phone number(s) for reference	N	No customer contact name and phone numbers provided for General Manager
28	3.2, A 7 a)	Work plan for the transition period including the following:	Y	
29	i	Work schedules	Y	
30	ii	Personnel to be assigned	Y	
31	iii	Transition milestone dates	Y	3-4 weeks
32	iv	Familiarity and expertise in the use of time keeping and reporting systems that confirm actual hours and work performed.	Y	
33	v	Familiarity with responding to customer service issues and a detailed description of its customer service training program(s).	Y	
34	vi	Describe in detail Proposer's training programs including standards for quality performance.	Y	
35	3.2, A 8	Employment Plan	Y	
36	3.2, A 8a)	Detailed employment policies and procedures	Y	
37	3.2, A 8b)	Detailed plans to interview and/or hire incumbent operator's employees	Y	
38	3.2, A 8c)	Detailed description of all human resource programs that demonstrate Proposer's ability to promote and manage a diversified work force, promote work place fairness and equal opportunity, and establish and enhance employee motivation	Y	
39	B-1	APPENDIX B – Lobbyist Registration	Y	
40	C-1	APPENDIX C – Acknowledgement of Addenda. Addenda #1 issued 8/11/03	Y	

# INVENTORY OF SUBMITTED PROPOSALS

## Airport Passenger and Baggage Assistance

RFP No. MDAD-01-03

Proposal Submission Requirements

Name of Proposer: Quality Aircraft Services, Inc.

Address: 7500 NW 25<sup>th</sup> Street, Suite 215, Miami, FL 33122

Contact Person/Title: Arthur L. Wright Jr.

Phone: (305) 406-2938

Fax: (305) 406-2835

Contract  
Measures:  
BBE Set-Aside

Item No.	RFP Section	Submission Requirements	Y/N	COMMENTS
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41	D	<b>APPENDIX D – Local Business Preference</b>	Y	Did not submit proof of Occupational License or Lease Agreement
	D(3)	• Proof of Occupancy (ie. Lease Agreement)		
	D(4)	• Miami Dade County Occupational License		
		<b>APPENDIX E – AFFIDAVITS</b>		
	3.2, 9	<b>Affidavits – Required With Proposal</b>		
		<b>Single Execution Affidavit</b>		
42	E-3	• <b>Affidavit 1</b> Sworn Statement on Public Entity Crimes Sworn Statement	Y	
43	E-4	• <b>Affidavit 2</b> Debarment Disclosure Affidavit	Y	
44	E-5	• <b>Affidavit 3</b> Criminal Record Affidavit	Y	
45	E-6	<b>Affidavit 4</b> Current in Obligations to the County Affidavits	Y	
46	E-7	<b>Affidavit 5</b> Contractor's Disclosure Affidavit	Y	
47	E-14	<b>Affidavit 6</b> Code of Business Ethics Affidavit	Y	
48	E-16	<b>Affidavit 7A</b> Affirmative Action Plan/Procurement Policy Affidavit	N/A	
49	E-17	<b>Affidavit 7B</b> Affirmative Action Plan/Procurement Exemption Affidavit	Y	
	3.2, 10	<b>Affidavits – Condition Of Award</b>		
50	E-19	• Subcontractor/Supplier Listing	Y	
51	E-20	• Single Execution Condition of Award Certifications 1. Disability Nondiscrimination Certification 2. Domestic Leave Certification 3. Delinquent and Currently Due Fees and	Y	

# INVENTORY OF SUBMITTED PROPOSALS

## Airport Passenger and Baggage Assistance

RFP No. MDAD-01-03

Proposal Submission Requirements

Name of Proposer: Quality Aircraft Services, Inc.

Address: 7500 NW 25<sup>th</sup> Street, Suite 215, Miami, FL 33122

Contact Person/Title: Arthur L. Wright Jr.

Phone: (305) 406-2938

Fax: (305) 406-2835

Contract

Measures:

BBE Set-Aside

Item No.	RFP Section	Submission Requirements	Y/N	COMMENTS
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		Taxes Verification Drug Free Work Place Certification		
52		• Subcontracting Policies Statements	N	Not submitted
53		• Proof Authorization to do Business	N	Not submitted



**MIAMI DADE COUNTY, FLORIDA  
MIAMI-DADE AVIATION DEPARTMENT**

**REQUEST FOR PROPOSALS  
FOR  
AIRPORT PASSENGER AND BAGGAGE ASSISTANCE**

**MDAD RFP NO. MDAD-01-03**

**SUMMARY MINUTES OF  
PUBLIC HEARING**

**EVALUATION / SELECTION COMMITTEE MEETING**

**October 6, 2003**

**MIAMI-DADE AVIATION DEPARTMENT  
REQUEST FOR PROPOSALS  
FOR AIRPORT PASSENGER AND BAGGAGE ASSISTANCE**

**RFP NO. MDAD-01-03**

**SUMMARY MINUTES OF PUBLIC HEARING  
OCTOBER 6, 2003**

The following Evaluation/Selection Committee members (the "Committee") met on Monday October 6, 2003 at the Miami-Dade Aviation Department, Building 5A, 4<sup>th</sup> Floor, Conference F, Miami, Florida to hear presentations from interested Proposers and conclude the Committee selection of a Proposer for the RFP for Airport Passenger and Baggage Assistance project:

**EVALUATION SELECTION COMMITTEE**

Maryse Georges, MDAD Chairperson (Non-voting)  
Alina Exposito, MDAD  
Anne Syrcle Lee, MDAD  
Joe Mora, CSD  
Armond Clay Hockman, DBD  
Kathy Charles, BCCO

**SUPPORT STAFF**

Delmar Whittington, MDAD  
Marie Clark-Vincent, MDAD  
Margaret Hawkins-Moss, MDAD  
Claudia Puentes, MDAD

Ms. Maryse Georges, Chairperson, opened the public meeting and after following introductions of the Selection Committee members, called for presentations from the three (3) Proposers listed below.

<b><u>PROPOSERS</u></b>		<b><u>REPRESENTATIVES</u></b>	
<b>N &amp; K Enterprises, Inc.</b>		Neville Jennings	
		Todd Sullivan	
		Kevin Street	
		Melvin Williams	
<b>SUBCONSULTANTS:</b>		None	
<b><u>PROPOSERS</u></b>		<b><u>REPRESENTATIVES</u></b>	
<b>Puryear, Inc.</b>		Jonathan Dotson	
		Matthew Bass	
		Nasser Chery	
<b>SUBCONSULTANTS:</b>		None	

<u>PROPOSERS</u>	<u>REPRESENTATIVES</u>
Quality Aircraft Services, Inc.	Arthur L. Wright Jr.
	George F. Knox
	Douglas M. Seaton
	Constantino Rico
<u>SUBCONSULTANTS:</u>	None

All of the above listed Proposers representatives registered as lobbyists specifically for this oral presentation pursuant to the requirements of Section 2-11. 1 (s) of the Miami-Dade County Code.

The Committee members proceeded to discuss the qualifications of each Proposer in relation to the required services, taking into consideration the following weighted evaluation factors, as outlined in Section 4.2 of the RFP entitled "Selection Criteria" :

<u>Part A: Selection Criteria</u>	<u>Maximum Points</u>
Experience of the Proposer	35 points
General Manager's Experience and Qualifications	30 points
Work Plan	20 points
<u>Employment Plan</u>	<u>15 points</u>
<b>Total</b>	<b>100 points</b>

During oral presentations, the Committee members received clarification from the Proposers in detail regarding the information contained in their submittal packages. The evaluation process consisted of two (2) parts as follows: Part A, Technical Evaluation (maximum of 100 points per Committee member) and Part B, Price Proposal evaluation (maximum of 10 points per Committee member).

**First Ranking Process of Proposers Based on Qualifications:**

Upon conclusion of all presentations, the Chairperson instructed the Committee members to proceed with evaluation and ranking of the proposals using the above weighted evaluation factors.

Upon conclusion of the evaluation and first ranking process the three Proposers received the following qualifications points and ranking by the Committee:

<u>PROPOSERS</u>	<u>NO. OF POINTS</u>	<u>RANKING</u>
N & K Enterprises, Inc.	426	2
Puryear, Inc.	370	3
Quality Aircraft Services, Inc.	427	1

The Committee members' individual ratings are as shown on the attached tabulation sheets referenced in Attachment A.

**Second Ranking Process of Proposers Based on Price**

Upon conclusion of the first ranking process, the Committee proceeded to open the sealed Part B Price Proposals. The Committee then ranked the three Proposers in the following order according to price, with the lowest price receiving the highest ranking in accordance with Section 4.3 entitled "Price Proposal Evaluation" in the RFP.

<u>PROPOSERS</u>	<u>PRICE</u>	<u>PRICE SCORE*</u>	<u>RANKING</u>
N & K Enterprises, Inc.	\$15,000 (monthly) \$180,000 (annually)	38.889	2
Puryear, Inc.	\$11,666.67 (monthly) \$140,000.04 (annually)	50	1
Quality Aircraft Services, Inc.	\$140,000 (monthly) \$1,680,000 (annually)	4.167	3

(\*The price and price score calculations are shown on the attached tabulations sheets Attachment A, "Overall Results" and Attachment B, "Price Proposal Evaluation" .)

**Third Ranking Process of Proposers Based on Qualifications and Price – Overall Ranking**

Upon conclusion of the second ranking process, the Committee proceeded to rank the three (3) Proposers based on qualifications and price in accordance with Section 4.4 in the RFP entitled "Overall Ranking".

<u>PROPOSERS</u>	<u>ADJUSTED SCORE</u>	<u>FINAL RANKING</u>
N & K Enterprises, Inc.	464.889	1
Puryear, Inc.	420	3
Quality Aircraft Services, Inc.	431.167	2

Moved: Kathy Charles

Motion: To recommend to the County Manager that the Airport Passenger and Baggage Assistance Agreement be awarded to the highest ranked responsive and responsible Proposer as listed below according to the Committee's order of suggested rank:

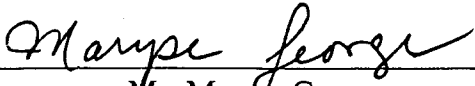
Summary of Minutes of Public Hearing  
RFP for Airport Passenger and Baggage Assistance  
Page 4 of 4

<u>RANK</u>	<u>RESPONDENT</u>
1.	N & K Enterprises, Inc.
2.	Quality Aircraft Services, Inc.
3.	Puryear, Inc.

Seconded: Armond Clay Hockman

Action: Adopted unanimously

The Committee considered the selection criteria stipulated in the Request for Proposal in formulating its recommendation of the best qualified Proposer to provide the desired services.

  
\_\_\_\_\_  
Ms. Maryse Georges  
Chairperson

ATTACHMENT A

**MIAMI-DADE AVIATION DEPARTMENT  
AIRPORT PASSENGER AND BAGGAGE ASSISTANCE  
RFP-MDAD-01-03  
OVERALL RESULTS  
6-Oct-03**

FIRM	SCORE INDIVIDUAL EVALUATORS					(A) TOTAL TECH. POINTS	(B) RANK BASED ON TOTAL TECH. POINTS	(C) PRICE-ANNUAL MANAGEMENT FEE (SEE ATTACHED TABLE)	(D) TOTAL PRICE SCORE	(E) RANK BASED ON TOTAL PRICE SCORE	(A+D) ADJ. SCORE	OVERALL COMM. ADJ. RANKING
	1 AE	2 ASL	3 JM	4 ACH	5 KC							
N & K Enterprises, Inc.	85	92	84	90	75	426	2	\$180,000	38.889	2	464.889	1
Puryear, Inc.	75	60	89	81	65	370	3	\$140,000.04	50	1	420	3
Quality Aircraft Services, Inc.	86	71	93	96	81	427	1	\$1,680,000	4.167	3	431.167	2

**EVALUATORS**

Maryse Georges, MDAD (Chairperson) Non-voting

1. Alina Exposito, MDAD

2. Anne Syrcle Lee, MDAD

3. Joe Mora, CSD

4. Armond Clay Hockman, DBD

5. Kathy Charles, BCCO

\*Refer to Section 4.3 of the RFP, Price Score x 5 (Number of Evaluation/Selection Committee members)

ATTACHMENT B

MIAMI-DADE AVIATION DEPARTMENT  
REQUEST FOR PROPOSAL FOR AIRPORT PASSENGER AND BAGGAGE ASSISTANCE  
RFP-MDAD-01-03  
OCTOBER 6, 2003  
PRICE PROPOSAL EVALUATION – MANAGEMENT FEE

Example Score: (Lowest price proposed ÷ Proposer's proposed price) x 10 (Total Points for Price) = Price Score

N & K Enterprises, Inc. (\$15,000 x 12 = \$180,000) (Management Fee)	\$ 140,000.04 (Lowest price proposed)	÷ \$ 180,000.00 (Proposer's proposed price)	= .777778	X 10 = 7.77778 (Price Score)
Puryear, Inc. (\$11,666.67 x 12 = \$140,000.04) (Management Fee)	\$ 140,000.04 (Lowest price proposed)	÷ \$ 140,000.04 (Proposer's proposed price)	= 1	X 10 = 10 (Price Score)
Quality Aircraft Services, Inc. (\$140,000 x 12 = \$1,680,000) (Management Fee)	\$ 140,000.04 (Lowest price proposed)	÷ \$ 1,680,000.00 (Proposer's proposed price)	= .0833335	X 10 = 0.833335 (Price Score)

**MANAGEMENT AGREEMENT  
FOR AIRPORT PASSENGER AND BAGGAGE ASSISTANCE,  
MIAMI INTERNATIONAL AIRPORT**

Made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the  
year Two Thousand and Four.

**Between the County:**      **Miami-Dade County Florida**, a political subdivision  
of the State of Florida, acting by and through its Board  
of County Commissioners, which shall include its  
officials, successors, legal representatives, and  
assigns.

**And Management:**      N & K Enterprises, Inc.  
13700 N.W. 19 Avenue, # 2  
Opa Locka, FL 33054

Which term shall include its officers, partners,  
employees, successors, legal representatives and  
assigns.

**Description of the Project:** Management shall manage, operate and provide the  
generally described Airport Passenger and Baggage  
Assistance in the U.S. Customs and associated  
area(s) of the Airport as more specifically provided  
herein.



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**MANAGEMENT AGREEMENT  
FOR AIRPORT PASSENGER AND BAGGAGE ASSISTANCE,  
U.S. CUSTOMS AND ASSOCIATED AREAS,  
MIAMI INTERNATIONAL AIRPORT**

**WITNESSETH:**

THIS MANAGEMENT AGREEMENT (the "Agreement"), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2004 between MIAMI-DADE COUNTY, FLORIDA, ("County") and N & K Enterprises, Inc. ("Management"), authorized to do business in the State of Florida.

**WITNESSETH:**

WHEREAS, the County owns Miami International Airport ("Airport"), and operates the Airport through the Miami-Dade Aviation Department.

WHEREAS, a Management Agreement for Airport Passenger and Baggage Assistance is a desired service at the U.S. Customs and associated areas of Miami International Airport, as further described herein.

WHEREAS, a Request for Proposal No. MDAD-01-03 ("RFP") was issued by the Department on July 14, 2003. In response to the Request for Proposal, the County has received proposals and an award has been made for a Management Agreement.

WHEREAS, Management has offered to provide Airport Passenger and Baggage Assistance at the facilities of Miami-Dade Aviation Department that shall conform to the Scope of Services herein; Miami-Dade County's Request for Proposal No. MDAD 01-03 (the "RFP") and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, Management has submitted a proposal to the RFP; and,

WHEREAS, the County desires to procure from Management such Airport

Passenger and Baggage Assistance for Miami-Dade Aviation Department, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the spaces, agreement and the mutual covenants herein contained, the parties agree as follows:

## ARTICLE 1

### Term

1.01 Term: The County hereby employs Management and Management hereby agrees to manage, operate and provide Airport Passenger and Baggage Assistance in the U.S. Customs and associated areas of the Airport, for a term of three (3) years on the same terms and conditions contained herein, unless terminated under provisions contained herein, commencing on February 1, 2004, and terminating on January 31, 2007, unless extended pursuant to the provisions in Article 1.02 hereof.

1.02 Extensions: The County reserves the right to extend this Agreement for up to seven (7) consecutive separate terms of one (1) year each, on the same terms and conditions contained herein, unless terminated under provisions contained herein, but in any case, not to exceed ten (10) years. Such right may be exercised by the Department in its sole determination on behalf of the County. In the event the County elects to extend this Agreement, the County shall notify Management, in writing, no later than 180 days prior to the termination date of this Agreement or extension thereof. In the event the County does not give such notice, this Agreement or extension shall terminate accordingly. Management shall have the right to reject any such extension, in writing to the County, within fifteen (15) days following receipt of notice from the County, and, if so rejected, this Agreement shall terminate as provided in Article 16 hereof or at the termination of any such extension, as appropriate. Failure of Management to respond to the County within the fifteen (15) day period shall automatically constitute acceptance of such extension.

1.03 Order of Precedence: If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) the terms and conditions of this Agreement, 2) the RFP and any associated addenda and attachments thereof, and 3) Management's Proposal.

1.04 Office Space: The Department shall provide Management with such space as shown on Exhibit A, attached hereto and made a part hereof, as the Department shall consider necessary to support management, administrative and operational functions hereunder ("Premises"). The Department reserves the right, at any time during the term of this Agreement, to relocate the Premises to substantially equivalent facilities, at its cost and expense. The Premises shall not be used in connection with any business activity other than those directly related to the provision of services hereunder.

1.05 Proposal Incorporated: Management acknowledges that it has submitted to the County a Proposal ("Proposal") that was the basis for the award of this Agreement and upon which the County has relied. The Proposal of Management, where not inconsistent with the terms of this Agreement, is hereby incorporated into this Agreement by reference. If the Proposer as part of its Proposal evidenced the minimum experience required in the Proposal Documents through an individual with ownership interest in the corporation, the Proposer must at all times during the term of this Agreement maintain a legally binding relationship with an individual with equal or better qualifications than those of such individual set forth in its Proposal which qualified the Proposer. If the Proposer in its Proposal has named an individual to be the General Manager (as defined in Article 6.01), Proposer must also at all times under this Agreement maintain an individual as General Manager with qualifications equal or better than those of such General Manager named in the Proposal. Failure to maintain such shall be a default hereunder and this Agreement shall be cancelable upon thirty calendar days notice of such default by the Department, unless such default is cured within the notice period.

## **ARTICLE 2**

### **Scope of Services**

2.01 Required Services: Management shall manage, operate and provide the following generally described Airport Passenger and Baggage Assistance in the U.S. Customs and associated area(s) of the Airport:

- (A) Load baggage in the most efficient manner onto Department conveyors serving baggage claim devices.
- (B) Arrange baggage in an orderly manner on the baggage claim devices and, after passengers from a flight operation have cleared Customs Inspection, unload and store unclaimed baggage for pick up by the appropriate air carrier representative(s).
- (C) If so directed by the Department, assist passengers in the handling of baggage within the Customs enclosure.
- (D) Process all baggage and baggage containers, including but not limited to those that are domestic and international in-transit, oversized, pre-tagged, transfer, and the like, in accordance with procedures established from time to time by the Department and U.S. Customs.
- (E) Assist passengers, at their request, with baggage, after they have cleared Customs inspection, to airline in-transit and regular ticket counters, to desired locations, including parking garages, or modes of ground transportation in the Airport complex.



- (F) Perform such additional related Airport Passenger and Baggage Assistance duties at designated areas of the Airport complex which, in the sole discretion of the Department, are necessary for the efficient operation of the Airport.

The Department may at its sole discretion, add, delete, or modify the required services listed herein, in accordance with Articles 7.01 and 23.04 hereof.

### **ARTICLE 3**

#### **Budgets and Reports**

3.01 Annual Operating Budget: Annually, in accordance with a schedule to be published by the Department, Management shall submit to the Department an Annual Operating Budget for the next fiscal year of the County, from October 1 to September 30. The Annual Operating Budget is to be prepared in accordance with instructions from the Department. Said submitted Annual Operating Budget shall be subject to approval by the Department during the annual operating hearings, and shall be used by the Department in preparing its annual budget for the year commencing October 1.

The Annual Operating Budget shall reflect the projections of Management as to monthly and annual totals for expenses for each major financial account and line item, each distinct group and of expense centers and individual operating units including the estimated requirements for overtime and operational contingencies, equipment acquisitions, and the proper distribution of overhead (not to include corporate overhead) and management compensation to individual centers and units. It shall be presented in a monthly format, in total and by operating unit with comparisons to the prior year and the current year budget and actual. The Annual Operating Budget shall include a detailed listing of recommended staffing, wage rates and all other "employee expenses" information in accordance with the requirements of Article 3.02 of this Agreement. Appropriate percentages and ratios used as performance measures shall also be included.

Management shall submit a written narrative explaining the bases and assumptions used in preparing said Budget, such as, but not limited to, the opening or closing of operating areas, costs of labor, Airport passenger traffic and so forth.

Management, in incurring expenditures hereunder, shall not exceed the expenditure appropriations that are approved annually in each line item of the approved Annual Operating Budget, without the prior approval of the Department. In the event that Management is required to incur expenditures in excess of the amount included in a monthly increment of the approved Annual Operating Budget because of emergencies or operational necessity and, provided such expenditures are reasonable and are otherwise allowable hereunder, Management shall promptly advise the Department and obtain approval prior to incurring such expenditures. Monthly, in conjunction with the Monthly Financial Statement required pursuant to Article 3.07, Management shall report all deviations from the dollar amounts approved for each dollar line item in the Annual

Operating Budget. Within ten calendar days of the date of this Agreement, Management shall submit to the Department for its consideration proposed changes to the Annual Operating Budget for the period of this Agreement through September 30, 2004, as appropriate.

3.02 Detail of Budgeted Employee Expenses: The Annual Operating Budget shall include the projections of Management for the twelve month period beginning October 1, concerning staffing for the Airport Passenger and Baggage Assistance operation and wage rates and fringe benefits for employees of Management ("Employee Expenses") including the following:

- (A) The total number of reimbursable employees of Management under this Agreement;
- (B) A classification title and job description of each job to be performed by employees of Management hereunder, including a designation of which classifications are considered management and supervisory;
- (C) The number of full time equivalent employees who will be performing each job classification hereunder.
- (D) The wages or salary to be paid each employee hereunder according to job classification.
- (E) The fringe benefits (subject to the approval of the Department, including holidays and holiday pay, annual, sick and other types of leave, hospital and life insurance, pension plan, overtime policy and the like). Third party contracts for the provision of any of these benefits must be approved by the Department and be cancelable at any time by the Department.

3.03 Changes in Employee Expenses by Management: Management shall not provide, change, alter or modify any of the above without prior written approval of the Department.

3.04 Changes in Employee Expenses by the Department: The Department may, at any time, require Management to provide, change, alter or modify any or all of the "employee expenses" defined in Article 3.02 (A) through (E). If any such change, alteration or modification results in an increase or decrease in Employee Expenses, then Management shall make such changes in the Annual Operating Budget and Reimbursable Operating Expenses, as defined in Article 4.01, at the direction of the Department.

3.05 Annual Operating Forecast: Annually, but no later than July 1 of each year of this Agreement, Management shall provide a recommended Annual Operating Forecast for the twelve-month period beginning October 1. It shall contain all the materials and details required in the Annual Operating Budget, pursuant to Article 3.01

and 3.02 above, updated to reflect the then current conditions and circumstances. Management shall revise said forecast on an as needed basis, but not less frequently than quarterly.

3.06 Weekly Performance Reports: As soon as is practical, but no later than two business days following the close of each weekly period, Management shall provide the Department with Weekly Performance Reports on the form shown in Exhibit D. These reports shall summarize weekly payroll costs, and certain operating statistics for each individual and consolidated group of expense centers hereunder. The Department may request such additional information as may be deemed appropriate under the circumstances.

3.07 Monthly Financial Statements: As soon as practical, but no later than fifteen (15) days following the close of each monthly period, Management shall provide the Department with comparative Monthly Financial Statements which shall reflect, in detail, budgeted and actual monthly and year-to-date expense balances and their variances for each individual and consolidated group of expense centers under the control of the Management hereunder. Financial Statement totals shall be reflective of the current month's request(s) for replenishment, reimbursement invoices, accruals and amortization schedule. These Monthly Financial Statements shall be accompanied by a memorandum from Management explaining the month's performance and all budget variances. Management shall include in its narrative explanation of conditions, trends and fluctuations in comparing current month with the same month of the prior year. The Department may require that these Monthly Financial Statements, as well as the quarterly and annual statements required, reflect costs and expenses absorbed directly or indirectly by the County, such as, but not limited to, utilities, amortization of investments and attributable debt service thereon, foregone rentals at a rate(s) established by the Department, and the like.

3.08 Quarterly Financial Report: As soon as practical, but no later than fifteen (15) days following the close of each fiscal quarter of the County, the Management shall provide the Department with a Quarterly Financial Report, comprised of at least the following information:

- (A) Comparative financial statements for each group of expense centers reflecting actual quarterly results in relation to the corresponding budget and prior year's performance.
- (B) Projections for the remainder of the fiscal year, based on quarterly results, in order to suggest prospective changes against budget.
- (C) Management comments and explanations relating to performance and budget variances and their impact on current and future operating results

3.09 Annual Audit: As soon as practical, but no later than December 1 of each year of this Agreement, unless the Department authorizes in writing a later date, the Contractor shall provide the Department with an unqualified audited financial statement

for the operations of the Contractor under this Agreement reflecting full disclosure for the period ending September 30 of each year, and the management letter resulting from a review of the operations, compliance with the contract, internal controls and other observations. Said financial statements shall be audited and the management letter prepared by a firm of qualified independent certified public accountants designated by the Contractor, subject to the prior approval of the Department. Following their completion, the Department and the Contractor shall be simultaneously provided with copies of the audited financial statements and the management letter. The Department reserves the right to have the audited financial statements and management letters required hereunder prepared by its external auditors or any other firm of independent certified public accountants, in which event, the Department shall provide the Contractor with copies of the audit and management letter.

3.10 Other Reports: Management shall submit the reports listed below, and such other reports that the Department may require:

- (A) Incident (including Accident) Reports
- (B) Daily Airline Carrousel Assignment Reports.
- (C) Daily Shift Reports.
- (D) Supervisor's Report of Employee Job Injury or Disease.

3.11 Related Party Purchases: As soon as practical, but no later than ten business days following the close of each calendar month, Management shall inform the Department, in writing, of all purchases of products or services which constitute a Reimbursable Operating Expense hereunder, which have been made from Related Parties. "Related Parties" shall mean Management itself and any entity which has a direct or indirect ownership interest in Management, or in which Management has a direct or indirect ownership interest, or in which a parent company of Management has a direct or indirect ownership interest, and any creditors of such Related Parties. As to expense transactions, Management shall provide the following information: dates of transactions, dollar values of transactions, invoice numbers, check numbers, a disclosure of any allowances, discounts or rebates applicable to such transaction(s), the bases for calculating the charge and a description of the relationship of Management with such parties. Whenever practical, Management shall request prior approval from the Department of any and all transactions to be made from or with Related Parties which are not covered by prior blanket approvals. The County, directly or through its internal or external auditors, reserves the right to inspect the original copies of all applicable documents supporting Related Party transactions, in the possession of Management (and Related Parties, where the relationship is based on ownership), and the methods used for allocating and distributing costs and credits.

3.12 Records: Management shall deliver all original documents and records pertaining to the Airport Passenger and Baggage Assistance operation at the Airport to the Department no later than fifteen days following the close of each fiscal quarter of the

County and upon termination of this Agreement. The Department shall have the right at any time, to review/examine all records and documentation relating to operations under this Agreement, without limitations as to time or frequency. Such records shall include, but not be limited to, journal printouts, and other documents such as employee time cards and the like.

#### **ARTICLE 4** **Cost Reimbursements**

4.01 Reimbursable Operating Expenses: Management shall cause all obligations arising from the Airport Passenger and Baggage Assistance operation to be paid in accordance with the Florida Prompt Payment Act. To the extent that such costs are readily discernible as attributable to the operation of Management hereunder, the County shall reimburse Management for all direct costs of operation hereunder, including material costs, payroll and related expenses, utilities, bonds and insurance, audits, capital operating equipment, maintenance and such other operating expenses approved by the Department or described in the approved Annual Operating Budget. Such expenses, as further defined in Exhibit E hereto, shall be referred to as "Reimbursable Operating Expenses". Reimbursable Operating Expenses shall include Employee Expenses, as defined in Article 3.02. The County shall not reimburse Management for any Employee Expenses in excess of the amounts set forth in the Annual Operating Budget, except as provided in Article 3.02 and 3.05. It is the intent of this Agreement and specifically this Article 4.01 and 4.02 below that Management shall be reimbursed for all reasonable and appropriate expenditures made pursuant to this Agreement not inconsistent with the terms contained herein.

4.02 Imprest Operating Account: Management, with prior approval from the Department, shall establish an Imprest Operating Account to be used exclusively for payment by Management by check of Reimbursable Operating Expenses, excluding those paid from other accounts or funds pursuant to this Agreement. The Imprest Operating Account shall be funded by the County in such amount as the Department shall deem necessary to ensure that payments are made on a timely basis. The balance of the Imprest Operating Account may be increased or decreased by the Department, from time-to-time, based on experience. The Department and Management from time-to-time, shall designate authorized signatures for this Imprest Operating Account. Bank statements and cancelled checks pertaining to the Imprest Operating Account shall be picked up by Management for reconciliation and shall be returned within five working days thereafter.

4.03 Imprest Payroll Account: Management, with prior approval from the Department, shall establish an Imprest Payroll Account to be used exclusively for the payment of net payroll costs. The Department and Management shall designate authorized signatures for this Imprest Payroll Account including such County, Department and Management representatives as the Department shall deem appropriate and authorize in writing, from time to time. Bank statements and cancelled checks pertaining to the Imprest Payroll Account shall be picked by Management for reconciliation and shall be returned within five working days thereafter.

4.04 Invoices for Reimbursable Operating Expenses: Invoices for Reimbursable Operating Expenses, other than those subject to the reimbursement procedures contained in Article 4.09 herein, shall be recorded weekly, or such lesser frequency as the Department may authorize, on the Daily Invoice Report. Information shall be recorded separately for each transaction and shall include vendor name, invoice number, invoice date, invoice amount net of maximum available purchase discounts, invoice due date, and expense classification in accordance with the Chart of Accounts approved by the Department. The Daily Invoice Report and supporting invoices, certified by the General Manager and one other responsible employee of Management, shall be summarized on Exhibit F hereto ("Request for Replenishment") and shall be delivered to the Department for review, funding and approval.

Payment by Management of operating expenses from the Imprest Operating Account shall only be with the prior approval of those expenses by the Department. In all but emergency situations, this approval must be in writing. In emergency situations, where prior written approval is not practical or feasible, Management shall nevertheless obtain prior oral approval for the expenditure from the Department.

The Department reserves the right to solicit additional information pertaining to any invoices which appear to be unrelated to operations controlled by Management or otherwise deemed by the Department worthy of investigation. Except as otherwise specifically provided herein, Management shall not pay any invoices listed on a Daily Invoice Report until same are approved by the Department. In the event that Management has paid any invoices listed on a Daily Invoice Report which are not subsequently approved for good cause by the Department on a Request for Replenishment as defined in Article 4.07 herein, Management shall pay the amount of such non-approved invoices into the Imprest Operating Account. If such payment is not made within ten days of the date such payments are disapproved, the Department shall either deduct such amount from the Monthly Management Fee or invoice Management for such costs and such nonpayment may be deemed a breach or default hereof by the Department.

4.05 Payment of Payroll Expenses: In accordance with the pay period frequency agreed to by Management and the Department, Management shall transfer from the Imprest Payroll Account an amount equal to reimbursable net payroll costs reflected on the payroll journal of Management for such period. Employee payroll checks shall be processed in accordance with the normal procedures and controls of Management, subject to required internal control procedures described in Exhibit C. The Department may, at any time, monitor and audit the paying of reimbursable employees. Payroll checks shall only be written against and be accounted for in the Imprest Payroll Account.

4.06 Account Replenishment: The Imprest Operating and Imprest Payroll Accounts shall be maintained on an imprest (i.e., an advance of County funds to be used for County purposes) basis.

4.07 Replenishment of Imprest Operating Account The Imprest Operating Account shall be replenished by the County, as needed, by check or wire transfer drawn on County banking resources, other than the accounts and funds established pursuant to this Agreement, deposited directly into said Imprest Operating Account. Such replenishment shall be based upon a Request for Imprest Operating Account Replenishment in the form shown in Exhibit F hereto ("Request for Replenishment"), prepared by Management, covering Reimbursable Operating Expenses paid biweekly during the term of this Agreement. Such Request for Replenishment shall contain the following information:

Section A – Amount of Replenishment The total value of Invoices reflected on approved Daily Invoice Reports paid during said biweekly period.

Section B – Daily Invoice Report including daily totals processed during the biweekly period.

Section C – Payroll Summaries, summarizing attached payroll registers.

The Department shall have the right to require the submittal of separate Requests for Replenishment for separate expense categories. Requests for Replenishment of approved Reimbursable Operating Expenses reflected on Daily Invoice Reports shall be accompanied by the original copies of corresponding invoices. The County shall only replenish the Imprest Operating Account to cover Reimbursable Operating Expenses supported by invoices or as otherwise provided herein. Payments shall be made by check drawn on the Imprest Operating Account, paying only approved invoices reflected in the Request for Replenishment approved by the Department. Management shall deliver copies of the Imprest Operating Account check register to the Department within three business days of their production in the ordinary course of operations of Management.

Management shall maintain separate paid invoices files for operations covered by this Agreement, and said paid invoices files, including supporting documents, such as, but not limited to, purchase orders, shipping and receiving slips and the like, shall be County property, held in fiduciary possession by Management. Management shall deliver to the Department all paid invoices files related to operations pursuant to this Agreement, not previously provided to the Department pursuant to other provisions hereof.

4.08 Request for Reimbursement – Payroll Related Costs: In accordance with the pay period frequency approved pursuant to Article 4.05, Management shall pay from its own funds and request reimbursement for the costs of employer paid payroll taxes and employee fringe benefits of Management. Said Request for Reimbursement shall be prepared in accordance with the timing of the actual expenditures for such employer paid payroll taxes and employee benefits. Such periodic Request for Reimbursement covering reimbursable employee paid payroll taxes and employee fringe benefits, shall

be accompanied by photocopies of payroll tax deposits, payroll tax returns, and such other supporting documentation as may be requested by the Department under the circumstances. Upon review of the request, the Department will issue a Department Check for the approved expenses. Management shall not be reimbursed for employee severance pay, or for the cost of fringe benefits not earned or accrued during the term of this Agreement or while an employee has worked for Management other than at the facilities. Periodically, but not less often than quarterly, Management shall prepare a detailed reconciliation of actual payroll and payroll related costs and deliver same, along with copies of corresponding Requests for Replenishment and Federal and State quarterly tax returns, to the Department as soon as practical, but no later than twenty days following the close of every calendar quarter.

4.09 Special Request for Reimbursement-Other Costs: Certain Reimbursable Operating Expenses may be incurred by Management and not processed through Daily Invoice Reports or payroll and related expense records. Reimbursement of such costs shall be made by processing special requests for reimbursement as necessary, accompanied by evidence of payment, supporting third party documents, supporting calculations, and any other information the Department may deem necessary. Management and Department shall agree as to the types of expenses to be reimbursed using this procedure.

4.10 Special Requests for Payment-Management Compensation: The Monthly Management Fees shall be billed through a special request for payment on Management's letterhead, signed by the General Manager, summarizing fee computations in accordance with Article 5 and accompanied by the Financial Statements in accordance with Articles 3.06 and 3.07.

The Department shall withhold payment of the Monthly Management Fee(s) until the requirements of this Article 4.10 are met.

4.11 Management Procedures Manuals: Unless otherwise specifically addressed in this Article 4, invoices for authorized costs incurred in operations controlled by Management, including payroll, shall be processed in accordance with the normal procedures and controls of Management, contained in Management's policy and procedures manuals, subject to required accounting and internal control procedures in Exhibit C. Management provides the Department with copies of all such procedures manuals. Any subsequent modifications thereto shall only be made with the prior written approval of the Department.

4.12 Non-reimbursable Expenses: Unless otherwise approved as part of the Annual Operating Budget or specifically authorized in writing, in advance, by the Department, Management shall not be reimbursed for expenses of the following and of like kind:

- (A) Management's corporate overhead, including corporate taxes and cost allocations.



- (B) Management's legal and accounting fees; unless approved in advance and in writing by the Department.
- (C) Management's legal or other services with respect to employee relations matters applicable to employees of Management, including union arbitration-related costs.
- (D) Charitable and political contributions.
- (E) Travel and entertainment.
- (F) Corporate public relations, gifts, dues and memberships.
- (G) Salary and benefits of the General Manager required pursuant to Section 6.01 hereof, such as, but not limited to, salary, fringe benefits, pension contributions, automotive allowances, insurance and payroll related taxes and continuing professional education programs.
- (H) All cash losses, including cash losses arising out of the criminal acts of employees of Management or third parties.
- (I) Repair of damage to County-owned equipment or to any part of the Terminal Building caused by the negligence or misconduct of Management or its employees or agents, as provided for in Section 8.02, Repair of Damage.
- (J) Cost of insurance coverage of Management-owned vehicles not used in connection with this Agreement, but required under Section 12.01 (B).
- (K) Any penalties, assessments or fines issued by any court or authorized government entity or agency, unless such results from the direct action or inaction of the County, except when the County is acting in its governmental capacity, and as provided for in Section 20.02, Violations of Rules and Regulations.
- (L) Employee social functions such as Christmas parties, company picnics, recognition dinners and the like.
- (M) Cost of employment practices liability insurance coverage.
- (N) Cost of employee severance pay or the cost of fringe benefits not earned or accrued during the term of this Agreement or while an employee has worked for Management other than at the facilities, as provided for in Section 4.08, Request for Reimbursement – Payroll Related Costs.

- (O) Any penalty, fine or like assessment resulting from any late or delayed payment of an obligation hereunder; provided Management has not been unduly delayed in making payment of such obligation by action or inaction of the County, as provided for in Section 4.13, Prompt Payment.
- (P) The Department's established charge for lost, stolen or non-returned Department-issued employee identification badges, as provided for in Section 6.07, Restricted Area Access – Identification Badges.
- (Q) The net book value of any losses from capital inventories, as provided for in Section 7.08, Capital Inventories.
- (R) Cost of all permits and licenses required for Management's operation hereunder, as provided for in Section 7.10, Permits and Licenses.
- (S) Cost of maintenance and repair of the interior of the Premises, as provided for in Section 8.04, Maintenance and Repair.
- (T) All claims and losses arising out of the willful, negligent or unlawful acts of Management in its operations under this Agreement and all associated costs, judgments and attorney fees, as provided for in Article 11, Indemnification.

4.13 Prompt Payment: Management shall be fully responsible for making prompt and timely payment of all obligations arising out of this Agreement, so as to maximize the potential for available discounts and commissions and so as to comply with the "Florida Prompt Payment Act" Part VII, Chapter 218, Florida Statutes and Section 2-8.2 of the County Code. All discounts, allowances, premiums and commissions paid or received hereunder shall be to the credit and benefit of the County. Management shall pay from its own funds any penalty, fine or like assessment resulting from any late or delayed payment of an obligation hereunder; provided, Management has not been unduly delayed in making payment of such obligation by action or inaction of the County.

4.14 Timely Payment: All payments required to be made to Management by the County hereunder shall be due and payable within twenty days of receipt by the Department of billings from Management as provided herein, or such other lesser period of time which may be required by applicable law; provided, however, that the County may withhold payment of those portions of any billings, which, in good faith, are in question or dispute. The Department shall advise Management, in writing, of any such questioned or disputed portions of a billing within the twenty day payment period and shall remit the undisputed balance as provided for herein.

**ARTICLE 5**  
**Compensation to Management**

The County shall pay to Management, as consideration for managing, operating and providing the Airport Passenger and Baggage Assistance required herein, a Monthly Management Fee of \$15,000, payable upon billing by Management, in accordance with Article 4.10 hereof, after the end of each calendar month of this Agreement. Payments for any partial months shall be prorated. As of the anniversary of each annual period of this Agreement, the Department in writing, may, but is not obligated to, increase the amount of the monthly Management Fee by a percentage amount up to the percentage change in the Consumer Price Index for the Miami Area for the prior twelve month period.

**ARTICLE 6**  
**Personnel**

**6.01 General Manager**

The following requirements apply to the General Manager:

1. Management shall employ at the Airport a General Manager, authorized to represent and act for Management in matters pertaining to Management's operations and activities and otherwise carry out the provisions of this Management Agreement. All instructions and notices given by the County to such General Manager shall be as binding as if given to Management, and all statements made by such General Manager or acting General Manager shall be as binding as if made by the Management.

2. The General Manager shall be a full-time employee of Management based in the Terminal complex, devoting his or her time exclusively to managing Management's operations at the Airport, and have overall responsibility for the work to be performed by Management under this Management Agreement.

3. When the General Manager is off Airport property, an acting General Manager shall be designated and always available to the County on site to act in the capacity of the General Manager. The County shall be advised, in writing, of the names of all acting General Managers.

4. Management shall advise the County in writing of the name and qualifications of its intended General Manager at least thirty (30) days before hiring any substitute or replacement General Manager. The County shall have the right, in its sole discretion, to approve or reject any General Manager selected by Management. During the term of the Agreement, Management shall promptly transfer from the Airport any General Manager if the County advises in writing that such manager is objectionable to the County.

5. The General Manager shall routinely, and when reasonably requested by the County, inspect the areas covered hereunder to ensure that Management's performance generally satisfies the requirements of the Management Agreement.

6. Management's designated General Manager must have at least one (1) year of experience managing a total workforce of at least 100 persons working multiple shifts spanning a minimum of twelve (12) hours per day. Such person must also be capable of interpreting the requirements and standards set forth in this Agreement and possess the financial, monitoring, communication, and reasoning skills needed to effectively manage the work to be performed under this Management Agreement.

7. The General Manager shall have no other duties or responsibilities other than pursuant to this Agreement and shall maintain no office other than within the Premises.

8. Paging units which may be reached by telephone paging must be provided for the General Manager and for each supervisor on each shift.

6.02 Personnel: Subject to the Annual Operating Budget and such other approvals as the Department may, from time to time, require, Management shall recruit, screen and employ such full-time and part-time personnel as are required for Management to competently fulfill its obligations under the terms of this Agreement. The Department may establish additional classifications of reimbursable employees, who may or may not be eligible to receive tips, to perform some of the baggage handler duties, or the like. The Department shall have the right to approve personnel to be employed in designated classifications. When in the sole judgment of the Department the interest of the County will be best served, the Department shall have the right to require the termination from employment of employees of Management and Related Parties who are reimbursable hereunder, including such as may exist as of the date of this Agreement.

6.02.1 Substitution of Personnel: In the event Management wishes to substitute personnel for the key personnel identified in Management's Proposal, Management must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

6.03 Full Time Employment: During the term of this Agreement and any extension(s) hereof, Management shall maintain an employment roster consisting of not less than 80% full time employees, unless otherwise approved, in writing, by the Department.

6.04 Personnel Standards: Management shall properly control its employees, who shall present a clean, neat, well-groomed and professional appearance at all times, and discharge their duties in a cooperative, courteous and efficient manner. Satisfactory

maintenance of these requirements shall be the basis for continued employment of all employees of Management hereunder. Management shall require all personnel, except non-public contact and managerial employees, to wear distinctive name tags visibly on their persons at all times while on duty, identifying the individual by name as an employee of Management, and, if appropriate, displaying an employee number or title. Management shall require all its hourly paid personnel to be properly uniformed. All uniforms shall be subject to the prior approval of the Department.

6.05 Language Requirements: Management shall ensure that all employees in regular contact with the public, as part of their regular duties, are able to understand and communicate in clearly understandable spoken English. Management shall utilize such tests or procedures satisfactory to the Department to ensure compliance with this provision. Management may be directed to establish, such training programs as are necessary to foster improved communications skills among employees with the general public. The cost of such training programs shall be a reimbursed operating expense in accordance with article 4.01

6.06 Employment Procedures Manual: Management shall, within thirty days of the date of this Agreement, prepare a detailed employment Procedures Manual covering such policy subjects as, but not necessarily limited to: compensation and its adjustment, hours, promotions, job titles, job descriptions, job assignment criteria, fringe benefits, discipline (including counseling, reprimands and discharge), layoffs, the adjustment of grievances and other matters dealing with terms and conditions of employment. The Employment Procedures Manual shall be subject to review and written approval by the Department, and may be subsequently amended as the Department, on behalf of the County, determines, in its sole discretion, to be necessary or appropriate. Management shall comply with and shall not change any provision of the Employment Procedures Manual without the prior written approval of the Department, which approval may be withheld for any or no reason. Management shall take employment actions, which may involve any of the matters described in the Employment Procedures Manual, as the Department may require.

6.07 Restricted Area Access – Identification Badges: Management shall be responsible for requesting the Department to issue identification badges to all employees and other personnel under its control who require access to restricted areas of the airport as a part of their regularly assigned duties, and shall be responsible for the return of the identification badges of all personnel transferred or terminated from the employ of Management or Airport assignment and upon termination of this Agreement. Management shall promptly report to the Department the names of all persons who were employed by Management from whom they were unable to obtain the return of Department-issued identification badges. In the event that an identification badge is not returned, Management shall pay, from its own funds, the Department's established charge for lost or stolen identification badges. The Department shall have the right to require Management to conduct background investigations and to furnish certain data on such employees before the issuance of such identification badges, which may include the fingerprinting of employee applicants for such badges.

6.08 AOA - Right to Search: It is understood that the Department has a strong interest in maintaining good Airport security and intends to implement increased security measures for companies having access to the Air Operations Area ("AOA") of the Airport. Management agrees that its vehicles, cargo, goods and other personal property are subject to being searched when entering or leaving the AOA. Management further agrees, when required by the Department, that it shall not authorize any employee requiring regular access to the AOA as part of his/her regular duties, to enter the AOA unless and until such employee has executed a written consent to search form acceptable to the Department. Persons not executing such consent to search form shall not be employed by Management pursuant to this Agreement.

It is further agreed that the Department has the right to prohibit an individual, agent or employee of Management from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage or other unlawful activities. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a hearing before a designated management representative of the Department within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial. Persons denied such access shall not be employed by Management hereunder.

Management acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage and other unlawful activities.

6.09 AOA- Driver Training: Before Management shall permit any employee to operate any kind of motorized equipment or vehicle on the AOA, Management shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. Driving privileges on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

6.10 Federal Agencies Right to Consent: Management understands and agrees that all of its employees as part of their regular job duties, entering and working in or around arriving international aircraft and facilities used by the various Federal inspection Services agencies and shall be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies may not be employed by Management under this Agreement.

6.11 Employment Related Examinations: The Department shall have the right to require Management to use properly validated and lawful tests and procedures as a pre-employment screening mechanism for all or designated classifications of employees to assist Management in determining the accuracy of employment applications and the integrity of employment applicants. The Department may likewise require the use of

undercover operatives and other investigatory techniques for determining the honesty of employees. In addition, in individual instances, the Department may require Management to have polygraph examinations administered, fully in compliance with the requirements and limitations of Federal law.

6.12 Tips and Gratuities: Tips may not be solicited or received within the Customs enclosures and interline areas. In the greeters lobbies and beyond, , tipping is at the discretion of customers and may be received, but not directly solicited. Any employee of Management who solicits tips or gratuities, directly or indirectly, or who violates any policies regarding same, shall be disciplined by Management, up to and including transfer or dismissal from employment at the Airport. The failure of Management to prevent repeat offenses may result in Management being held in default under the terms of this Agreement, and the Agreement being terminated.

Management and its employees shall comply with all Federal guidelines governing the reporting of tip earnings. Each month, employees must file IRS form 4070 with Management, showing tips received during the month. Employer and employee payroll taxes shall be calculated and paid on hourly and tip earnings as required by IRS regulations.

6.13 Relationship of Parties: Officers, agents, and employees of Management shall not be deemed to be employees of the County for any purpose whatsoever.

6.14 Wage Rates: All employees of Management shall be paid at rates not to exceed those established in the Annual Operating Budget approved by the Department. Employees, and as required by this article, shall not work in or perform the duties of lower-paid classifications without the prior approval of the Department's designated coordinator; in any case, in such event, any excess salary paid to employees shall not be considered to be a Reimbursable Operating or Payroll Expense.

6.14.1 Living Wages In accordance with Section 2-8.9 of the Code of Miami-Dade County, as amended, and Administrative Order No. 3-30, as amended, Management shall agree to pay to all its employees providing Covered Services the Living Wage required by Section 2-8.9 of the Code of Miami-Dade County, as amended, and Administrative Order No. 3-30, as amended, and the Living Wage Supplemental General Conditions provisions of this Agreement, as such General Conditions may be amended from time to time. The current Living Wage applied to this Agreement is \$9.00 per hour plus Health Benefits as described in the aforementioned Code section or \$10.30 per hour without Health Benefits. The Living Wage required by Section 2-8.9 of the Code of Miami-Dade County, as amended, and Administrative Order No. 3-30, as amended, is subject to indexing as set forth in Section VII, entitled "Procedures For Determining Living Wage Rates" of the Administrative

Order. Such Health Benefits shall consist of payment of at least \$1.30 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of Health Insurance must be submitted to the County to qualify for the wage rate for employees with health benefits. Management shall also agree to produce all documents and records relating to payroll and compliance with this Section 2-8.9 of the Code and Administrative Order, as each may be amended, upon request by the County.

The provisions of Section 2-8.9 of the Code and Administrative Order No. 3-30 apply to any covered service that is provided by Management or any of its subcontractors at Miami International Airport without reference to any contract value. Pursuant to Section 2-8.9 of the Code, the Living Wage shall not apply to employees performing tip-related porter assistance services.

If records reflect, that the Contractor is in violation of this Code provision, the County has the right to sanction the Contractor to include, but not limited to, termination and suspension.

Section 2-8.9 of the Code encompasses various responsibilities that must be accomplished by Management such as record keeping, posting and reporting. Management must comply with these requirements as outlined in Section 2-8.9 of the Code, Administrative Order No. 3-30, as amended, and the Living Wage Supplemental General Conditions provisions of this Agreement, as may be amended from time to time.

6.15 Employee Relations Expenses: Management shall not be reimbursed by the Department for any legal or other expenses with respect to employee relations matters applicable to employees of Management, including but not limited to, union arbitration costs and employee practices liability insurance.

6.16 Time Clock: A recording-type time clock shall be used by all hourly employees. Management shall require employees to clock in or out within a fourteen minute span at shift change time; not earlier than seven minutes before or seven minutes after the specified time, unless some other procedure or time recording device is authorized in approved Procedures Manuals. The Department reserves the right to change or waive this time clock requirement or to waive the requirement for individuals or classes of employees, where the use of a time clock is not considered practical, cost effective or appropriate. The Department further reserves the right to monitor the sign-in and sign-out by employees.

6.17 Other Agreements: Management shall not, without the specific prior written approval of the Department, which approval may be withheld without stated cause, enter into any contract, agreement or arrangement of any kind, which would or could in



any way serve to increase Reimbursable Operating Expenses for wages or fringe benefits, to modify or change the duties, work rules, working hours or responsibilities of reimbursable employees of Management hereunder or any other matter dealt with in the Employment Procedures Manual pursuant to Article 6.06 hereof, or to delegate or assign to any other party the right to make decisions as to such matters.

6.18 Alcohol and Drug Testing: Management acknowledges that the County, as a public agency sponsor under the provisions of the Airport and Airway Improvement Act of 1982, as amended, has the obligation to establish a drug-free workplace and to establish policies and programs to ensure airport safety and security. Management acknowledges that the Department, on behalf of the County, has the right to require users of the Airport to establish reasonable programs to further the achievement of the obligations described herein. Accordingly, Management shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport, and for the same or similar screening based upon a reasonable suspicion that an employee, while on duty at the Airport, may be under the influence of alcohol or drugs. Further, to the extent permitted by law and/or contract, Management shall establish a program for the random alcohol and drug screening of all its employees who are authorized, pursuant to other provisions of this Agreement, to operate any type or kind of motorized equipment or vehicle on the AOA. Management shall make reasonable good faith efforts to try to negotiate amendments to any existing contract(s) which may serve as a bar to Management's implementation of its obligations hereunder. Notwithstanding the above, Management specifically acknowledges that the County, acting through the Department, has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person who it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

6.19 Drug-Free Workplace Certification: Notwithstanding the provisions of Article 6.18 above and in addition thereto, Management, in its execution of this Agreement, hereby certifies and agrees, pursuant to County Ordinance No.92-15, adopted on March 17, 1992, as such may be amended from time to time, that it will provide drug-free workplace(s) for all its employees. In providing such drug-free workplace(s), as a minimum, Management shall do the following:

- (A) Provide each employee with a written statement notifying the employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, as defined in Section 893.02(4), Florida Statutes in Management's workplace(s) is prohibited and specifying the actions Management will take against employees for violation of such prohibition. Such written statement shall also inform the employee about the following:
  - (1) The dangers of alcohol and drug abuse in the workplace.
  - (2) Management's policy of maintaining a drug-free environment at all its workplaces, including, but not limited to, all locations where

employees perform any task relating to its operations under this Agreement.

- (3) Any available alcohol and drug counseling, rehabilitation and employee assistance programs. available to employees with an alcohol or drug problem.
  - (4) The penalties that may be imposed by Management on employees for alcohol or drug abuse violations.
- (B) Require each employee to sign a copy of the written statement required pursuant to Section (A) above to acknowledge the employee's receipt of same and advice as to the specifics of such policy. Management shall maintain copies of the statements signed by its employees. Management shall also post in prominent places at all of its workplaces a written statement of its drug-free workplace policy containing at least all of the elements contained in Paragraphs (1) through (4) of Section (A) above.
  - (C) Notify each employee, in the written statement required pursuant to Section (A) above, that as a condition of employment, the employee will (i) abide by Management's drug-free workplace policy contained in the written statement; and (ii) notify Management of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
  - (D) Notify the Department within ten days after receiving notice under Section (C) above from such employee or otherwise receiving actual notice of such conviction.
  - (E) Impose appropriate personnel action, up to and including termination, for any employee convicted for violation of a criminal drug statute; or, require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program, approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.
  - (F) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Sections (A) through (E) above.

Annually, as of the annual anniversary date of the effective date of this Agreement, Management shall provide a certification, in a form to be prescribed by the County, that it will continue to provide for drug-free workplace(s) in the same manner as described herein.

This Agreement shall be terminated and the payment of Management fees suspended, upon not less than fifteen days advance written notice to Management, and

without liability to the County, if the Department or the County Manager determines any of the following:

- (G) That Management has made a false certification in its execution of this Agreement or in accordance with the annual re-certification required above;
- (H) That Management has violated its original or renewal certification by failing to carry out any of the requirements contained in Sections (A), (B), (C), (D), (E) or (F); or
- (I) That such a number of employees of Management have been convicted of violations in workplace (s), as to indicate that Management has failed to make a good faith effort to provide a drug-free workplace as required herein.

## **ARTICLE 7**

### **Special Provisions**

7.01 Standards of Operations: The Department shall have the exclusive right to approve, establish, add, delete, modify and revise required services, hours of operation, staffing requirements and duties, and standards for the type and quality of service and other matters pertaining to operations and procedures under this Agreement. Management shall make periodic recommendations on these matters to the Department; however, the Department's decisions shall be final.

7.02 Revision of Operating Programs: The Department has implemented and is planning to implement a number of programs and improvements relating to services provided under management agreements, including, but not limited to, the development of wrap-up bond and insurance programs, joint purchasing arrangements, computerized back-office accounting systems integrated with other computer systems of the Department, joint marketing programs, centralized accounting services, centralized maintenance and custodial services programs, and other programs impacting operations and Reimbursable Operating Expenses. Management shall, when requested by the Department, cooperate fully with the Department and others in the development and implementation of such programs and improvements, and all expenses borne by Management in connection herewith shall be a Reimbursable Operating Expense, or a reimbursable capital cost, or a direct or prepaid expense as provided herein. To the extent that such programs serve to modify the terms and conditions of this Agreement, such terms and conditions shall be administratively amended by the Department in the manner and subject to the same requirements as in Article 23.04.

7.03 Policy and Procedures Manuals: Unless such already exist, in which case Management shall comply with their requirements, Management shall develop and submit to the Department for its review and approval such policy and procedures manuals, which, when approved, shall become the property of the County, as are

necessary and appropriate to govern the operation and provision of services hereunder. Such manuals, without limiting the scope thereof, shall cover at least the following:

- (A) Courtesy policies governing the treatment of customers and the handling of complaints.
- (B) Employee Training Manuals.
- (C) Financial procedures.
- (D) All manuals and procedures related to back-office support.
- (E) Facilities maintenance and cleanliness programs.

Once any policy and procedure manual required herein is approved by the Department, it shall not be modified or amended without the further approval of the Department. The manuals required pursuant to this Article 7.03 and Article 6.06 shall be developed based on the operation of Management at the Airport pursuant to this Agreement.

7.04 Commodities and Equipment: Management shall provide and maintain a sufficient supply of expendable commodities and supplies and provide all furnishings, fixtures and equipment authorized in the Annual Operating Budget, or authorized in writing by the Department, with title to same being vested in the County upon delivery to the Airport or installation at the Premises.

7.05 Other Capital Operating Equipment: Subject to a separate annual capital equipment budget to be developed by Management, with prior approval by the Department, Management shall acquire for the County such equipment as shall be needed and used solely in connection with provision of the Services hereunder. Management shall develop, for approval by the Department, specifications for the acquisition of such required equipment. Unless otherwise approved by the Department, Management shall obtain not less than three competitive quotations, proposals or bids for all purchases made hereunder, unless waived by the Department in its sole discretion, and shall make such purchases from the vendor quoting/bidding the lowest amount, unless otherwise approved by the Department. Management shall provide to the Department such documentation of such bids/quotes as the Department may require. Upon receipt at the Airport, all such equipment shall become the property of the County.

7.06 Employee Parking: The Department shall provide decals for use of the Employee Parking Lot on the Airport for all authorized employees of Management. The Department may provide courtesy parking privileges in the Public Parking facilities for the General Manager and others, as specifically approved by the Department in writing.

7.07 Injury or Damage: In the event of any injury to any person or loss or damage to any property in the facilities or on the Airport, Management shall immediately notify the Department and promptly furnish copies of relevant reports in connection therewith.

7.08 Capital Inventories: On or before the effective date of this Agreement, and thereafter as determined by the Department, but not less often than annually, and on or before termination of this Agreement, the Department and Management will cause an inventory to be taken listing all property with a cost or value in excess of \$750.00 and having a normal useful life in excess of one year, made available by the Department to Management to be used in the porter service operation or otherwise purchased with County funds for use hereunder. Such inventory shall include, but not be limited to, furniture, fixtures, equipment and vehicles. Management shall establish appropriate controls, subject to review and approval by the Department, to prevent pilferage, thefts, disappearances or other losses of property from inventory. Management, throughout the term of this Agreement, shall maintain a current and up-to-date capital inventory listing and promptly advise the Department, in writing, of all additions to or deletions from the inventory. Following the completion of each inventory required herein, except that required prior to the effective date of this Agreement, Management shall pay to the County the net book value of any losses from inventory. Nothing contained herein shall be construed to authorize Management to dispose of any capital property of the County without the prior written approval of the Department.

7.08.1 County-owned Vehicles or Motorized Equipment Operated by Management: The Department will provide County-owned vehicles or motorized equipment to Management, in order to provide its staff accessibility around MIA while performing Airport Passenger and Baggage Assistance as outlined in Article 2 – “Scope of Services”. Management agrees to the following terms and conditions while operating County-owned vehicles or motorized equipment throughout the terms of this agreement:

Management Responsibility:

- A. Prior to operating County vehicles, Management must ensure that each driver possesses a valid State of Florida drivers' license.
- B. Management must request a Motor Vehicle Record (MVR), via Police Department, for each licensed employee who will drive County owned vehicles or motorized equipment.
- C. Management staff who have not had “moving violations” within the past three (3) years, as shown on their MVR, are approved to drive County owned vehicles or motorized equipment.
- D. Drivers with a violation of “Driving Under the Influence” (DUI) are absolutely not allowed to drive County owned vehicles or motorized equipment.
- E. Drivers with a moving violation in which adjudication was withheld are not allowed to drive County-owned vehicles or motorized equipment.
- F. Management must carefully monitor staff who have an extensive record of

moving violations in the past five (5) years.

- G. Management must observe if staff engage in unsafe vehicular operating practices and ensure that corrective action is taken immediately, if necessary.
- H. Management must respond to the scene of an accident immediately upon notification and check the scene without obstructing the work of Police and/or Rescue personnel. If possible, Management must interview its staff and witnesses, take photographs, sketch diagrams, and make a report of the facts to the County.
- I. Periodically, but no less than annually, Management shall review its drivers' Motor Vehicle Records (MVRs) for compliance with these policies and procedures.

Drivers' Responsibilities:

- A. Management's drivers are responsible for the lawful and safe operation of the assigned County-owned vehicle or motorized equipment.
- B. Drivers should inspect the vehicle or motorized equipment before operating it.
- C. Drivers must report to Management any vehicle or motorized equipment damage, defects and/or missing parts. (If the vehicle or motorized equipment has missing parts or is damaged, it should not be operated.)
- D. Do not smoke in any County owned vehicle or motorized equipment as prescribed by Miami-Dade County's Administrative Order 8-6.
- E. Do not drink or keep alcoholic beverages in a County owned vehicle at any time.
- F. Drivers and all occupants of County-owned vehicles or motorized equipment must wear seat belts whenever the vehicle or motorized equipment is in operation to minimize personal injury in the event of a crash.
- G. Driver must immediately report to Management the suspension, expiration or revocation of his/her State of Florida Driver's License.
- H. Drivers must immediately report to their supervisors any accidents/incidents that may occur while operating the vehicles or motorized equipment.

7.09 Complaints: Management shall respond promptly and courteously to all complaints received and shall provide the Department with copies of all written complaints and Management's response thereto.

7.10 Permits and Licenses: Management shall obtain, pay for, and maintain current all permits and licenses as required for its operation hereunder.

7.11 Right to Audit: The Department and the auditors of the County (internal and external) shall have the right, without limitation, at any time, to audit, check, inspect and review all operating procedures of Management hereunder and all books of account, records, financial reports, financial statements, operating statements, inventory records, copies of Federal income and State sales tax returns, work papers and supporting documents relating to operations of Management hereunder, and other pertinent information as the Department may deem needed or desirable.

7.12 Purchasing: Management shall solicit not less than three informal bids or quotes for all purchases of goods (including capital equipment) and services necessary

for this operation, unless waived by the Department, in its sole discretion, and shall make such purchases from the vendor quoting/bidding the lowest amount, unless otherwise approved by the Department. Management shall maintain all quote information on file and provide to the Department such documentation of such bids/quotes as the Department may require.

7.13 Contracts/Agreements: Any and all contracts or agreements to be entered into by Management solely to support operations hereunder shall be approved in advance by the Department, and shall contain a provision that any such contracts or agreements shall be assignable, upon notice from the Department, to the County or to another party designated by the Department.

## **ARTICLE 8**

### **Maintenance by Management**

8.01 Cleaning of Premises: Management shall maintain and keep the Premises clean at all times. If the Premises are not properly maintained and kept clean, in the opinion of the Department, Management will be so advised and shall take immediate corrective action at Management's expense.

8.02 Repair of Damage: Management shall be responsible for repairing damage to any County-owned equipment or to any part of the Terminal Building caused by Management, its employees, its agents, or independent contractors. Where such damage is due to the negligence or misconduct of Management or its employees, the cost of repairs shall not be considered a Reimbursable Operating expense.

8.03 Garbage and Trash Disposal: Management shall remove from the Premises all garbage, trash and refuse of any nature whatsoever which might accumulate and arise from the operations hereunder. Such garbage, trash and refuse shall be stored and disposed of only in the manner approved by the Department.

8.04 Maintenance and Repair: Management shall maintain and repair the interior of the Premises, and shall make all repairs as required in and about the Premises, including, but not limited to, painting, doors, windows, fixtures, carpeting, furnishings, appurtenances, replacement of light bulbs, ballasts and tubes and the replacement of all broken glass, which repairs shall be in quality and class equal to or better than the original work to preserve the same in good order and condition, subject to ordinary wear and tear. Management shall be responsible for notifying the County of needed maintenance or repair on County-owned non-office equipment, and shall be liable for damage resulting from delayed or untimely notification.

8.05 Extraordinary Maintenance: Management shall consult with the Department before undertaking any maintenance work which can reasonably be expected to cost more than \$1,000. The Department may, at its option, choose to have

the work done by its own forces or by contract or to require Management to perform or contract the work.

8.06 Alterations and Signs: Management shall not alter the remises, erect any signs, or permit any advertising, of any nature, without prior written approval from the Department.

8.07 Failure to Maintain or Repair: Upon failure of Management to maintain the Premises and equipment provided by the County or repair any damage to any part of the Terminal building said equipment caused by Management, its employees, agents, or contractors, the Department may, after 15 days written notice, perform the required work, whether with its own forces or by contract, and the cost of such maintenance or repair, plus 25% for administrative costs, shall be billed to Management or deducted from any amounts which are or may be due to Management.

## **ARTICLE 9**

### **Duties of Department**

9.01 Equipment and Furnishings Provided: The County may provide or otherwise make arrangements for providing to Management certain furnishings or equipment as Management and the Department determine to be necessary for Management to provide the services described herein. Title to all equipment shall at all times remain with the County. As applicable, all such equipment and furnishings shall be identified on capital inventories prepared by Management.

9.02 Maintenance of Equipment: Unless Management is otherwise so required, in writing, the Department shall be responsible for providing maintenance for non-office County-owned equipment, including lubrication and the replacement of parts or repair of damage incident to normal wear and tear. Management may be responsible for fueling any motor vehicles in accordance with instructions from the Department. If this were to occur, such fueling would be a reimbursable expense.

9.03 Maintenance of Facilities: The Department shall operate and maintain all components of the existing air conditioning, chilled and hot water, potable water, sanitary sewerage and storm water drainage facilities that lie outside the boundaries of the Premises. The Department shall be responsible for maintenance of the roofs and exteriors of all buildings in which Premises are located and the replacement of major components serving such Premises, such as boilers and steam lines.

## **ARTICLE 10**

### **Bonds**

10.01 Performance Bond: No later than twenty (20) days after award but prior to execution of this Agreement, Management shall provide a Performance Bond in the amount of \$25,000, which Bond shall be kept in full force throughout the term of this Agreement. The Bond shall be submitted on the form attached hereto as Exhibit I. The



Department may increase or decrease the amount of the Bond based upon experience and the potential for loss based on improper or non-performance by Management.

10.02 Not Used

10.03 Customs Bond: The U.S. Customs Service requires that all firms, doing business in the portions of Terminal area which involve uses of facilities deemed by Customs to be under their whole or partial jurisdiction, maintain a bond to ensure payment of any fines or penalties issued for violation of Customs rules or regulations. Management is required to acquire such bond. A form of the Airport Customs Security Area Bond is attached hereto as Exhibit J.

**ARTICLE 11**  
**Indemnification**

Management shall indemnify and shall hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County on its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by Management or its employees, agents, servants, partners principals or subcontractors. Management shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Management expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Management shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County and its officers, employees, agents and instrumentalities as herein provided.

**ARTICLE 12**  
**Insurance**

12.01 Insurance Required: In addition to such other insurance as may be required by law, Management shall provide evidence, no later than twenty (20) days after award but prior to execution of this Agreement, and maintain, during the term of this Agreement, the following insurance:

- (A) Airport Premises Liability insurance, including Contractual Liability, to cover Management's premises and operations in an amount not less than \$5,000,000 per occurrence combined single limit for bodily injury and property damage. Dade County must be shown as an additional insured with respect to this coverage.

- (B) Automobile Liability Insurance for all owned, non-owned, and hired vehicles, (and including those leased to Management by the County, see Article 7.081), used directly in connection with this Agreement, in an amount not less than:

\$5,000,000 per occurrence combined single limit for bodily injury and property damage covering vehicles and ground or mobile equipment used on the Airside Operating Area (AOA), and

- (C) Workers' Compensation Insurance: In compliance with Chapter 440, Florida Statutes.

12.02 Insurance Certificates Required: The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Management. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and be a member of the Florida Guaranty Fund.

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail a thirty (30) day written advance notice to the certificate holder. In addition, the Consultant hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.**

12.03 Management Liable: Compliance with the requirements of this Article 12 shall not relieve Management from its liability under any other portion of this Agreement.

12.04 Right to Examine: The Department reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to: binders, amendments, exclusions, riders and applications) to determine the

true extent of coverage. Management agrees to permit such inspection in the designated, appropriate offices of the Department.

### **ARTICLE 13**

#### **Retention of Interest**

13.01 No Assignment or Sale of Controlling Interest: Management shall not assign this Agreement or sell its controlling interest ("Ownership"), unless approved by the County and provided the basic requirements of the County's original Proposal Documents are met, or pledge or otherwise encumber this Agreement or any of the rights, privileges and obligations of Management hereunder.

13.02 Subcontracting: Management shall not subcontract any or all of the services required to be performed under this Agreement, unless prior written approval is provided by the Department.

#### 13.03 Subcontractual Relations:

a) If Management will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Agreement will apply to such Subcontractor and its officials, agents and employees in all respects as if it and they were employees of Management, and Management will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of Management. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by Management.

b) Management, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require Management not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, Management will inform the Subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Agreement.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of

the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent or otherwise impair the performance of Management's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information, Management shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds Management in breach of its obligations, the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

#### **ARTICLE 14**

##### **Trademarks and Licenses**

The County may, from time to time, permit Management to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the County in the performance of this Agreement, which patents, copyrights, trademarks, trade names, logos, computer software and intellectual property may have been created pursuant to the terms of this Agreement. Such permission, when granted, shall be evidenced by a nonexclusive license executed by Management and the Department, on behalf of the County, granting Management the right, license and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property without requiring payment of fees therefore. The County may likewise license from Management the use of certain trademarks which Management has previously created, without a requirement for the payment of any additional fees or compensation to Management for such license. Failure of the parties to execute a formal license agreement shall not vest title or interest in such patent, copyright, trademark, trade name, logo, computer software or intellectual property in the using party.

#### **ARTICLE 15**

##### **Labor Activity**

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Management at the Airport, which results in the curtailment, or discontinuance of services performed hereunder, the Department shall have the right, during said period, to cause the services required to be provided under this Agreement to be performed by others without liability by the County to Management. During such period, if the services are being provided by others, this Agreement shall be abated.

**ARTICLE 16**  
**Termination by County**

16.01 Automatic Termination: The occurrence of any of the following (but, in the case of items (A) through (D), only to the extent not prohibited by the U.S. Bankruptcy Code), shall cause this Agreement to be automatically terminated:

- (A) Institution by Management of any voluntary proceedings in the U. S. Bankruptcy Courts.
- (B) Institution against Management of any involuntary proceedings in the U. S. Bankruptcy Courts, and continuation thereof for a period in excess of 90 days.
- (C) Appointment of a custodian as defined in Section 101(10) of the U. S. Bankruptcy Code.
- (D) Discontinuance of operations and services required under this Agreement, except pursuant to Article 15 hereof, for any period of time exceeding eight hours.
- (E) Abandonment by Management of, and unless approved in advance by the Department, discontinuance of operations hereunder for more than 24 hours.
- (F) Unless waived by the Department, in writing, the bringing of any action by the County against the Performance Bond required pursuant to Article 10.01 hereof.

16.02 Defaults Termination: The County shall have the right to terminate this Agreement, upon not less than five days written notice to Management, upon the occurrence of any one or more of the following, unless same is cured within the notice period:

- (A) Failure of the Management to promptly and properly provide reports, receipts, records, books of accounts, summaries, or audits as required under this Agreement.
- (B) The conduct by Management of any business, offering of any service, or sale of any product not specifically authorized herein.
- (C) The entering by Management into any agreement, understanding, arrangement, or contract, whether written or oral, for the referral of customers or potential customers to hotels, restaurants, shops, entertainment or services off of the Airport.
- (D) Nonperformance by Management of any other covenant of this Agreement.
- (E) The occurrence of any illegal act within the facilities, of which Management had prior knowledge or could reasonably have been

expected to have prior knowledge of, and failed to correct and bring to the attention of the Department or other competent authority.

16.03 Other Terminations: The County or Management shall have the right to terminate this Agreement or abate the responsibilities of Management hereunder and the further payment of not yet obligated Management Compensation and Reimbursable Operating Expenses upon five days written notice to the other party, without liability by one party to the other, at any time after the occurrence of one or more of the following:

- (A) Issuance by any court of competent jurisdiction of an injunction substantially restricting the use of the Airport for airport purposes.
- (B) Assumption by the United States Government or any authorized agency thereof, or any governmental agency, of the operation, control or use of the Airport facilities or any substantial part, or parts thereof, in such a manner as substantially to restrict services and operations under this Agreement.
- (C) Suspension of all scheduled passenger flight operations whether such suspension be due to governmental action, an Act of God, the public enemy or other circumstances.
- (D) Pursuant to Ordinance No. 00-30, felony conviction of a principal of the contracting entity.

#### **ARTICLE 17** **Termination by Management**

Management shall have the right to terminate this Agreement upon the occurrence of anyone or more of the following, unless cured within the notice period:

- (A) Upon not less than five days written notice to the Department, for failure of the County to deposit sufficient funds into the Imprest Operating Account.
- (B) Upon not less than five days written notice to the Department, for failure of the County to make any payment or reimbursement to Management, within 10 days of the due date, provided all or part of a particular payment or reimbursement is not being questioned, objected to or contested by the Department, in good faith, and provided the County does not make an appropriate partial payment for the uncontested portion of the reimbursement.
- (C) Upon not less than thirty days written notice to the Department, for any other breach by the County of any other material terms, covenants or conditions of this Agreement.

#### **ARTICLE 18** **Damage or Destruction to Facilities**

If, in the sole determination of the County, the facilities where the Airport Passenger and Baggage Assistance operations are conducted, or a substantial portion

of these facilities are rendered unfit or unusable for the use and purpose for which this Agreement is awarded, the County shall have the right to terminate this Agreement upon five days notice in writing to Management, without liability to Management.

## **ARTICLE 19**

### **Nondiscrimination**

19.01 Employment Discrimination: Management shall not discriminate against any employee or applicant for employment to be employed in the performance of services under this Agreement with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bona fide occupational qualification), or because of race, color, religion, national origin or ancestry.

19.02 Nondiscriminatory Access to Service: Management, or itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant of this Agreement: (1) that no person on the grounds of race, color, age, sex, religion, national origin or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the services provided hereunder; (2) that in the furnishing of services hereunder, no person on the grounds of race, color, age, sex, religion, national origin or ancestry shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that Management shall provide services in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

19.03 Breach of Nondiscrimination Covenants: In the event it has been determined that Management has breached the nondiscrimination covenants contained in Articles 19.01 and 19.02 above, pursuant to the complaint procedures contained in the applicable Federal Regulations, and Management fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to Article 16.02.

19.04 Affirmative Action and Disadvantaged Business Enterprise Programs: Management acknowledges that the provisions of 14 CFR Part 152, Affirmative Action Employment programs, and 49 CFR Part 23, Disadvantaged Business Enterprise programs, may be applicable to the activities of Management under the terms of this Agreement, and hereby agrees to comply with all requirements of the County, the Department, the Federal Aviation Administration and the U. S. Department of Transportation, which are applicable to the activities of Management hereunder, unless exempted by said regulations. These requirements may include, but are not limited to, the compliance with Disadvantaged Business Enterprise participation goals, preparation of an Affirmative Action Plan, and the taking of good faith efforts to eliminate obstacles to equal opportunity for women and minorities in recruitment, any

of which actions would be subject to review by the various agencies. Management will be required to keep and/or submit applicable records and reports, as identified by the Department. Management may further be directed by the Department to contract for a specified percentage of goods and services with Disadvantaged Business Enterprises. In the event it has been determined, in accordance with applicable regulations, that Management has defaulted in the requirement to comply with the requirements of this section and fails to comply with the sanctions and/or remedies then prescribed, the County shall have the right, upon written notice to Management, to terminate this Agreement pursuant to Article 16.02 hereof.

**19.05 Contract Measures:** Management is required under this Agreement to achieve the following Contract Measures applied to this project as shown in Management's proposal:

#### **BBE Set-Aside**

To fulfill the requirements of this Article, the Consultant must comply with the Miami-Dade County, Florida "Black Business Enterprise Program, Hispanic Business Enterprise Program, and Women Business Enterprise Program – Participation Provisions" prepared by Miami-Dade County's Department of Business Development (DBD) which are attached hereto as Exhibit H and are incorporated herein by this reference, and the level of participation as shown in Management's Proposal for the Project.

The Director may declare Management in default of this Agreement for failure of Management to comply with the requirements of this paragraph.

### **ARTICLE 20**

#### **Rules and Regulations**

**20.01 Rules and Regulations:** Management, notwithstanding anything to the contrary contained herein, shall comply with the Ordinances of the County, including the Rules and Regulations of the Department, Chapter 25, Code of Metropolitan Dade County, Florida, as the same may be amended from time to time, Operational Directives issued thereunder, all additional laws, ordinances, regulations and rules of the Federal, State and County governments, and any and all plans and programs developed in compliance therewith, which may be applicable to its operations or activities under this Agreement.

**20.02 Violations of Rules and Regulations:** Management agrees to pay on behalf of the County any penalty, assessment or fine issued against the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that Management, its agents, employees or invitees, have violated any law, ordinance, regulation or rule described in Article 20.01 above and any plan or program that may be



developed in compliance therewith. Any such penalty, assessment or fine shall not be a Reimbursable Operating Expense hereunder. Management further agrees that the substance of this Article 20.02 and Article 20.01 above shall be included in every contract and other agreement which Management may enter into related to its operations and activities under this Agreement and that any such contract and other agreement shall specifically provide that "Dade County, Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments or subcontracting.

## **ARTICLE 21**

### **Civil Actions**

21.01 Governing Law/Venue: This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Agreement shall be laid in Dade County, Florida, and any action to determine the rights or obligations of the parties hereto shall be brought in the courts of the State of Florida.

21.02 Notice of Commencement of Civil Action: In the event that the County or Management commence a civil action in the State or Federal courts, where such action is based in whole or in part on an alleged breach of this Agreement, the County and Management agree to waive the procedure for initial service of process mandated by Chapters 48 and 83, Florida Statutes, Rule 1.070, Florida Rules of Civil Procedure and Rule 4(c), Federal Rules of Civil Procedure. In such event the County and Management agree to submit themselves to the jurisdiction of the court in which the action has been filed when initial service has been made in the following manner;

- (A) Upon the County: by Certified Mail, Return Receipt Requested, set to (i) the party indicated in Article 23.09 on behalf of the County and (ii) with a copy to the County Attorney, Aviation Division, P. O. Box 592075 AMF, Miami, FL 33159.
- (B) Upon Management: by personal service or by Certified Mail, Return Receipt Requested, upon the General Manager or party indicated in Article 23.09 on behalf of Management, with a copy to whatever attorney Management has designated in writing, if any.

In the event that the County and/or Management raise an objection to service of initial pleadings as provided for herein, and the trial court overrules such objection, the objecting party shall pay liquidated damages (attorney's fees) in the amount of \$250.00 to plaintiff in such action, prior to answering the complaint.

21.03 Registered Office/Agent; Jurisdiction: The provisions of Article 21.02 notwithstanding, and in addition to them, Management shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Section

607.034, State Statutes. If Management is a natural person, he and his personal representative hereby submit themselves to the jurisdiction of the Courts of this State for any cause of action based in whole or in part on the alleged breach of this Agreement.

## **ARTICLE 22**

### **Actions at Termination**

22.01 Surrender of Premises: On or before the termination date of this Agreement, whether by lapse of time or otherwise, in accordance with the provisions contained herein, Management shall vacate, quit and surrender and shall account for the Premises, all furnishings, fixtures, equipment, vehicles, records, funds, inventories, commodities, supplies and other property of the County in as good order and condition as they were upon commencement of this Agreement or date of subsequent acquisition, reasonable and normal wear and tear excepted.

22.02 Amounts Due and Payable: Upon termination of this Agreement, all amounts due and owing between the parties shall become immediately due and payable and any outstanding orders or contracts for goods and services, which cannot be cancelled, shall be assigned by Management to the County or such other party as the Department shall designate.

22.03 Removal of Personal Property: On or before the termination date of this Agreement, except in instances of termination pursuant to Article 16.01 hereof, in which event Management shall be allowed up to five calendar days, Management shall remove all of its personal property from the Premises. Any personal property of Management not removed in accordance with this Article may be removed by the Department for storage at the cost of Management. Failure on the part of Management to reclaim its personal property within thirty days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever use and disposition is deemed to be in the best interests of the County.

## **ARTICLE 23**

### **Other Provisions**

23.01 Payment of Taxes: Management shall pay any taxes lawfully assessed against Management arising out of its operations hereunder; provided, however, that Management shall not be deemed to be in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute a default, pursuant to Article 16.02.

23.02 No Possessory Interests: No clause, phrase, paragraph, sentence or article of this Agreement shall vest in Management any possessory or leasehold interest in any real property, the Premises, the Improvements or the personal property of the

County described herein, nor shall such be construed as creating any landlord and tenant or partnership or joint venture relationship between the County and Management.

23.03 Rights to be Exercised by Department: Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

23.04 Administrative Modifications: It is understood and agreed that the Department, upon written notice to Management, shall have the right to modify administratively and to revise the budget, reimbursement, replenishment and payment procedures, contained in Articles 3 and 4, or other technical requirements hereof, including the required services listed in Section 2.01, and the exhibits hereto; provided, however, such revisions shall not materially and adversely affect the right of Management to be reimbursed on a timely basis for costs incurred or to receive reasonable compensation for its services hereunder or on the security of the funds and assets of the County.

23.05 Approvals: Wherever in this Agreement approval by the County or Department is required, the County or the Department may approve or disapprove same without providing a stated cause for such action.

23.06 Security: Subject to recommendation from Management as to reasonable and prudent security measures needed and approved by the Department, Management shall be responsible for the security and protection of the Premises, and the equipment, furnishings, commodities and supplies provided herein.

23.07 Rights of County at Airport: The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any and all liability to Management.

23.08 Federal Subordination: This Agreement shall be made subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. All provisions of this Agreement shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Agreement inconsistent with the provisions of such lease to the United States of America shall be suspended.

23.09 Notices: Notices given under the provisions of this Agreement shall be in writing and shall be hand-delivered or sent by Registered or Certified Mail, Return Receipt Requested, to:

To the County:        Director  
Miami-Dade County Aviation Department  
Post Office Box 592075 Miami, FL 33159

To Management, in care of the General Manager, or to:

Mr. Neville Jennings, President  
N & K Enterprises, Inc.  
13700 N.W. 19 Avenue, # 2  
Opa Locka, FL 33054

or to such other respective addresses as the parties may designate to each other in writing from time to time. Notices by Registered or Certified Mail shall be deemed given on the delivery date indicated on the Return Receipt from the U.S. Postal Service.

23.10 Severability: If any provision of this Agreement or the application thereof to either party to this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable.

23.11 Authorized Uses Only: Notwithstanding anything to the contrary herein, Management shall not use or permit the use of the Premises or the Airport for any illegal or unauthorized purpose nor for any purpose which would invalidate any insurance policies of the County or any policies of insurance written on behalf of Management under this Agreement.

23.12 No Waiver: There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of this Agreement nor shall there be any waiver of any breach, default or non-performance hereof by Management, unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right of the County to demand strict performance of the provisions, terms and covenants of this Agreement with respect to any subsequent event or occurrence or of any subsequent breach, default or non-performance hereof by Management.

23.13 Right to Regulate: Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate Management or its operations.

23.14 Entirety of Agreement: The parties hereto agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

23.15 Inspections: The authorized employees and representatives of the County and of any applicable Federal or State agencies having jurisdiction hereof shall have the right of access to the Premises at all reasonable times for the purposes of inspection and audit to determine compliance with the provisions of this Agreement. This right of inspection and audit shall impose no duty on the County to inspect and audit and shall impart no liability upon the County should it not make any such inspections or audits.

23.16 Headings: The headings of the various Articles and Sections of this Agreement, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

23.17 Binding Effect: The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions of Article 13 hereof.

23.18 Performance: The parties expressly agree that time is of the essence in the performance of this Agreement and that the failure by Management to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the County of any obligation to accept such performance.

23.19 Independent Private Sector Inspector General: Independent Private Sector Inspector General Reviews: Pursuant to Miami-Dade County Administrative Order 3-20 the Contractor is aware that the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction.

The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any changes relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or third party.

Miami-Dade County Inspector General Review: According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except

as otherwise provided below. The cost of the audit of any Contract issued as a result of this RFP shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: **(a)** IPSIG contracts; **(b)** contracts for legal services; **(c)** contracts for financial advisory services; **(d)** auditing contracts; **(e)** facility rentals and lease agreements; **(f)** concessions and other rental agreements; **(g)** insurance contracts; **(h)** revenue-generating contracts; **(i)** contracts where an IPSIG is assigned at the time the contract is approved by the Commission; **(j)** professional service agreements under \$1,000; **(k)** management agreements; **(l)** small purchase orders as defined in Miami-Dade County Administrative Order 3-2; **(m)** federal, state and local government-funded grants; and **(n)** interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award. The one-quarter of one percent does not apply to this Agreement.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract.

The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to insure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including but not limited to originals estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents,

## Management Agreement for Airport Passenger and Baggage Assistance

construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS  
OF DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
County Manager

Attest: Harvey Ruvin, Clerk

By: \_\_\_\_\_  
Deputy Clerk

(COUNTY SEAL)

MANAGEMENT

Firm: ACE ENTERPRISES INC.

By: \_\_\_\_\_  
President

DELLA TANNINGS  
Print Name

Attest: \_\_\_\_\_  
Secretary

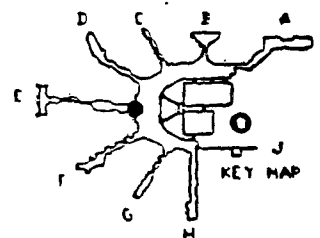
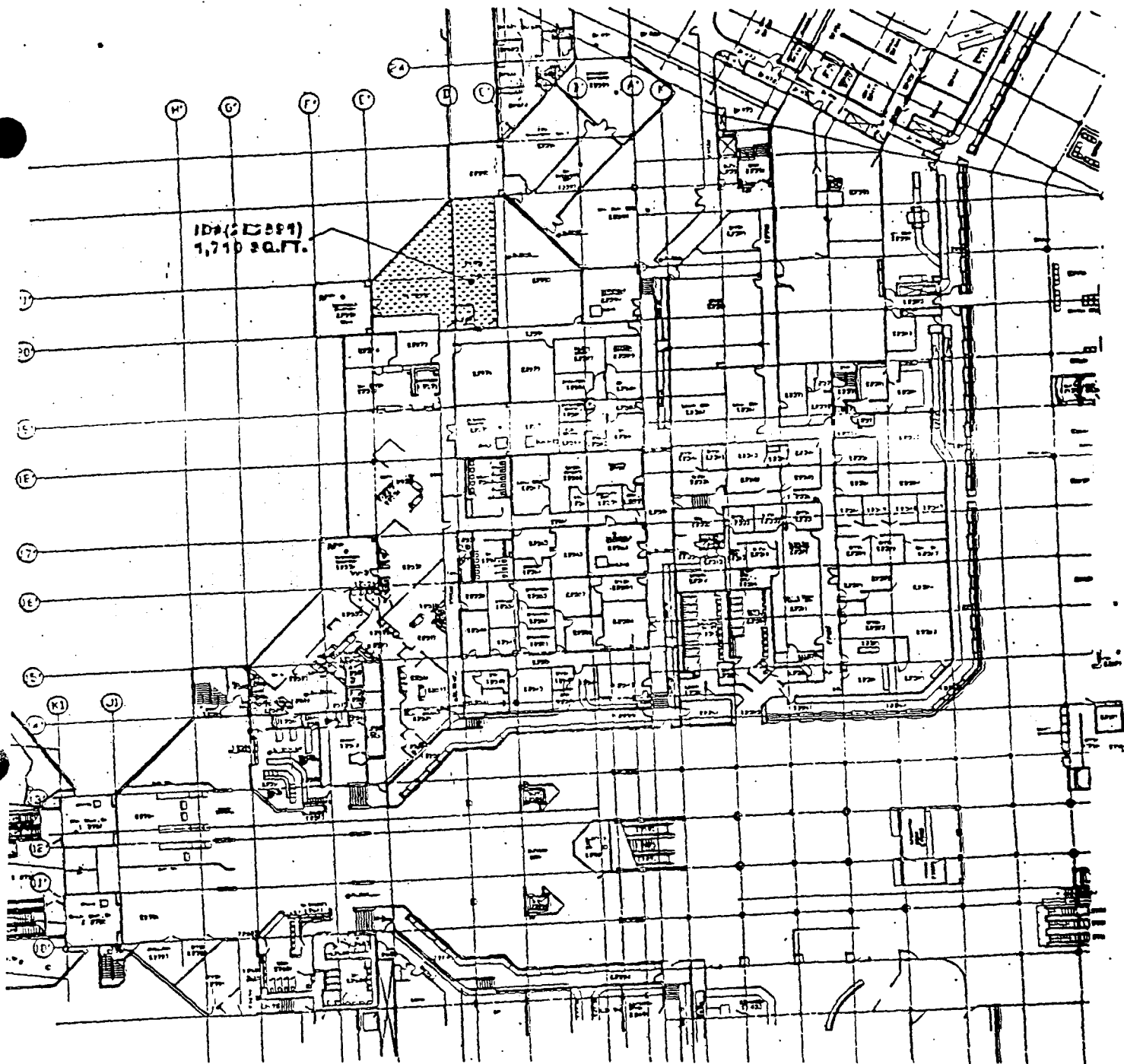
KATHLEEN TANNINGS  
Print Name

(CORP. SEAL)



## EXHIBIT A

### MAP A/C OPERATIONAL SPACE



CONCOURSE 'E' - SECOND LEVEL

SPACE CLASS

SQ. FT.

A/C OPERATIONAL SPACE

1,710

MIAMI DADE  
AVIATION DEPARTMENT  
MIAMI INTERNATIONAL AIRPORT

**EXHIBIT A**  
**AIRPORT PASSENGER AND BAGGAGE**  
**ASSISTANCE**

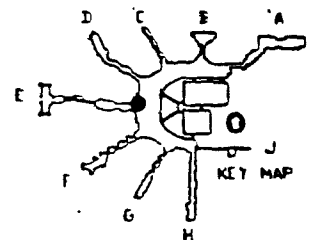
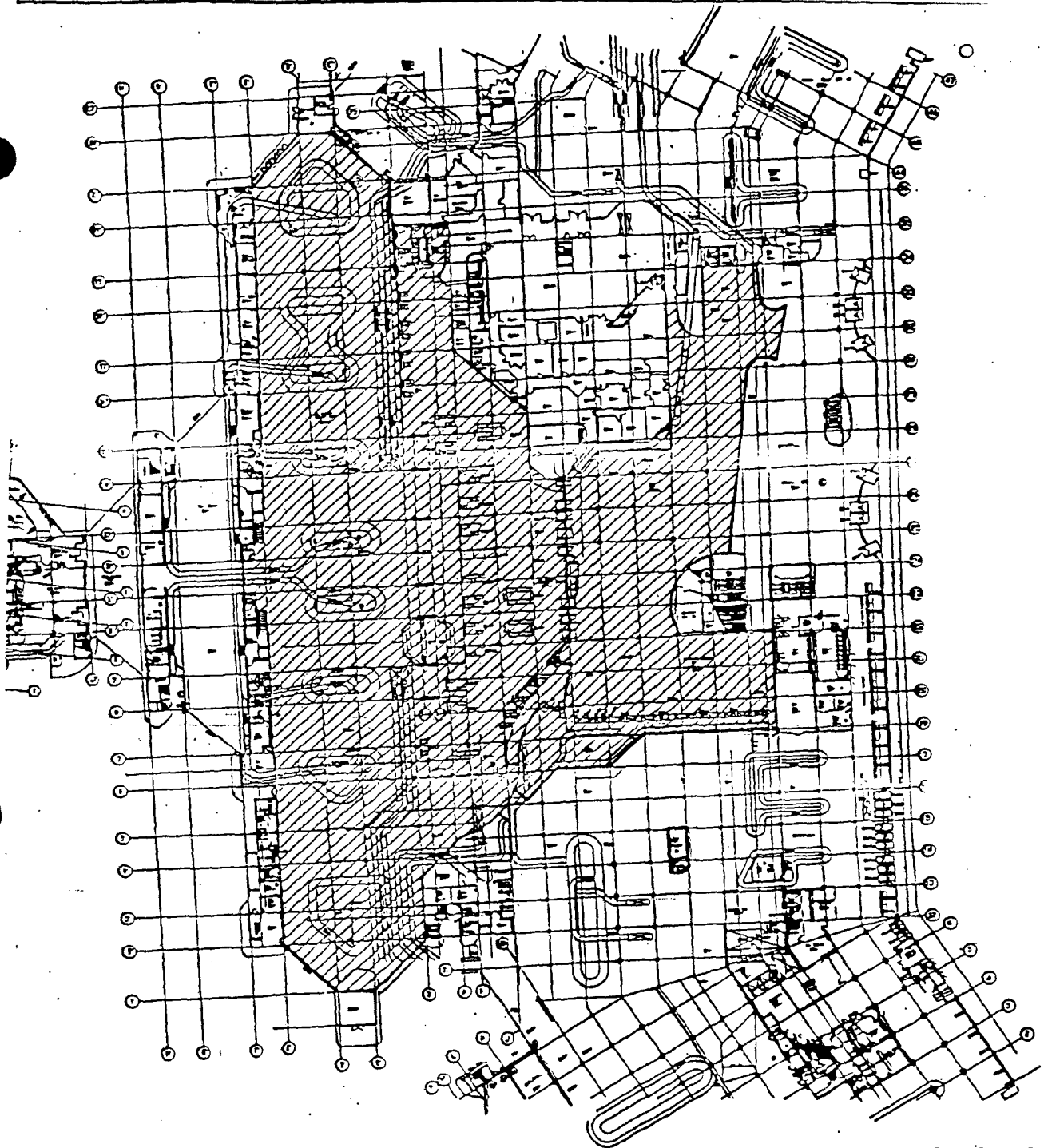
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EFS# M4080T2

DATE: 8-13-02

**EXHIBIT B**

**MAP NO TIPPING ALLOWED AREA**

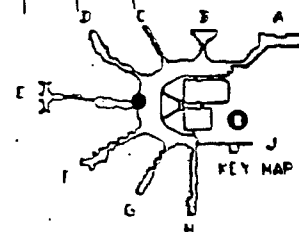
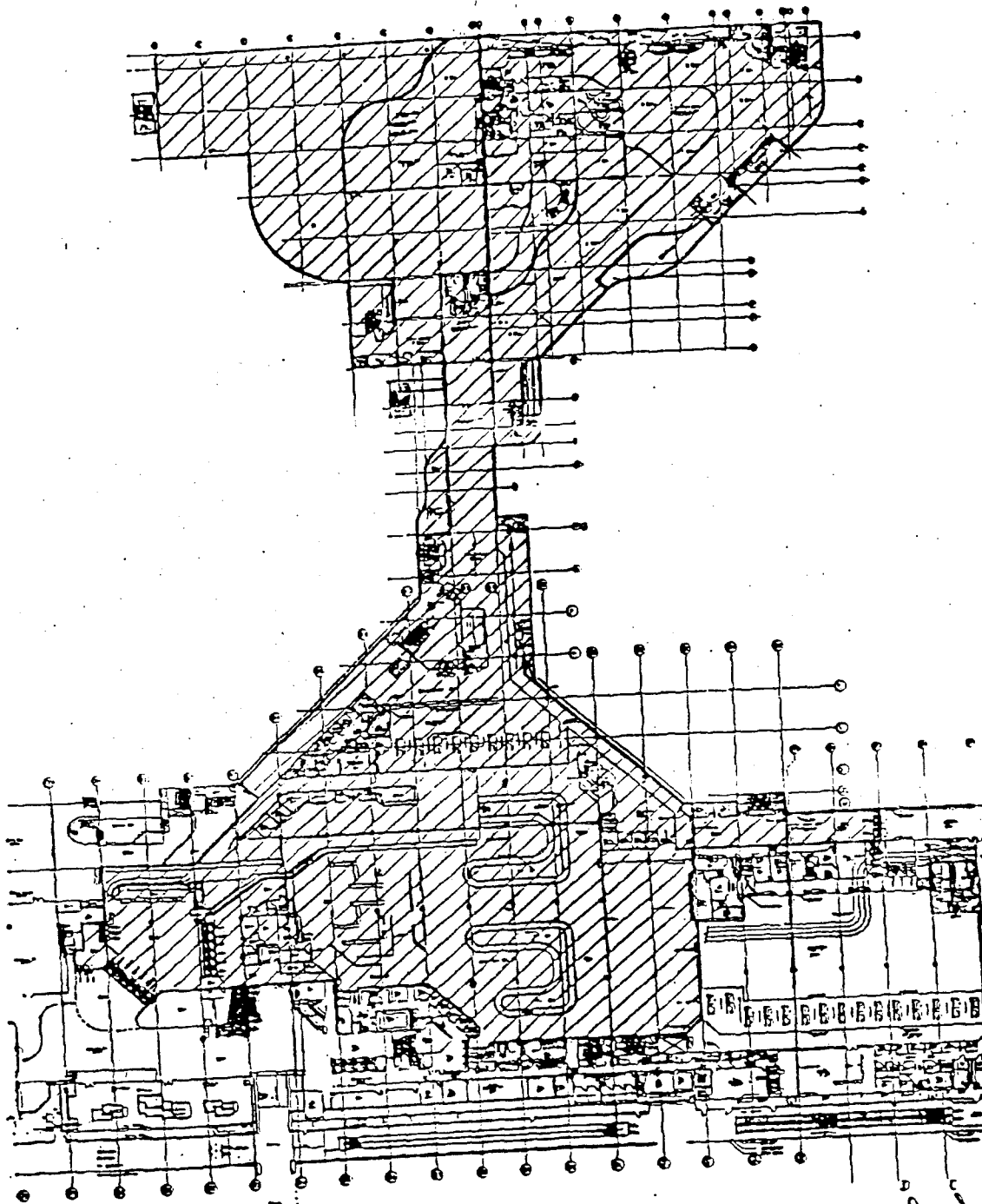


CONCOURSE 'E' - FIRST FLOOR

SPACE CLASS	SQ. FT.
NO TIPPING ALLOWED AREA	
E: 1/32" = 1'-0"	EFS# M1211T1      DATE: 8-13-02

MIAMI DADE  
AVIATION DEPARTMENT  
MIAMI INTERNATIONAL AIRPORT

**EXHIBIT B**  
PAGE 1 OF 2  
AIRPORT PASSENGER AND BAGGAGE  
ASSISTANCE



CONCOURSE 'B' - THIRD LEVEL

SPACE CLASS	SO. FT.
NO TIPPING ALLOWED AREA	
E: 1/32" = 1'-0"	EF S# M1212T3
	DATE: 6-13-02

MIAMI DADE  
AVIATION DEPARTMENT  
MIAMI INTERNATIONAL AIRPORT

**EXHIBIT B**  
PAGE 2 OF 2  
AIRPORT PASSENGER AND BAGGAGE  
ASSISTANCE

EXHIBIT C

PAYROLL

MIAMI-DADE COUNTY AVIATION DEPARTMENT  
AIRPORT PASSENGER AND BAGGAGE ASSISTANCE  
ACCOUNTING AND INTERNAL CONTROL PROCEDURES

PAYROLL

Management shall be required to maintain procedures and controls, including but not limited to those called for in their procedures manuals. Specific procedures and controls which shall be continuously maintained are summarized below:

- Time cards shall be used to record start and finish times for all hourly employees, including start and finish for lunch periods. A sign in-out sheet shall be used for management employees.
- On a daily basis, supervisors shall verify hours worked and note their initials in approval of time clock postings for all employees under their supervision.
- Accounting department personnel shall perform audits of time cards of various supervisors. Audit procedures shall include, but not necessarily be limited to:
  - Verification of supervisory approvals.
  - Comparison of prescribed employee schedules with time cards to ensure that postings do not exist for off-duty employees.
- Each week, supervisors shall verify hours worked, based on time card posting.
- Biweekly, supervisors shall prepare and sign input sheets based on time cards.
- Employees shall make tip declarations and sign their payroll cards each week.
- Supervisors shall provide Management explanations in writing justifying any overtime hours worked by employees under their supervision.
- Personnel files shall be kept on premises, and shall contain evidence of the following information:
  - Management approval for hiring.
  - Management approval of wage rate.
  - Employee designation of withholding status.
  - Employee authorization for voluntary withholdings.
- All changes in employment status, including hirings, termination, promotions, wage or salary changes, shall be documented on Personnel Action Forms, and approved by Management. Copies of these forms to be submitted to the Department Accounting Division with the Request for Replenishment/Reimbursement for payroll costs and payroll register.

- All premises under Management control shall be locked when not in use.



# EXHIBIT D

## WEEKLY PERFORMANCE REPORT

EXHIBIT D

MIAMI-DADE COUNTY AVIATION DEPARTMENT  
AIRPORT PASSENGER AND BAGGAGE ASSISTANCE  
WEEKLY PERFORMANCE REPORT

WEEK ENDING: \_\_\_\_\_

PAYROLL:

Salary & Wages  
Payroll taxes  
Benefits

PAYROLL TOTAL

\_\_\_\_\_

\$

OPERATING EXPENSES:

Total Operating Expenses

\_\_\_\_\_

\$

MANAGEMENT FEE

\_\_\_\_\_

\$

TOTAL EXPENSES

\_\_\_\_\_

\$

# EXHIBIT E

## REIMBURSABLE OPERATING EXPENSES

MIAMI-DADE COUNTY AVIATION DEPARTMENT  
AIRPORT PASSENGER AND BAGGAGE ASSISTANCE  
REIMBURSABLE OPERATING EXPENSES

- All payroll-related expenses
- Health Insurance
- Life Insurance
- Worker's compensation
- Liability insurance
- Performance Bond
- Customs Bond
- Payroll processing fees
- Employee physicals
- Employee fingerprinting
- Employee IDs (except when lost)
- Employee uniforms
- Employee training/materials
- Employee handbooks
- Equipment maintenance
- Employee parking
- Office supplies/equipment
- Communications (telephone, electronic pagers)
- Employment advertising
- Postage
- Safety gear/equipment
- Capital equipment
- Expenses incurred by Management in connection with MDAD-implemented programs, as provided for in Section 7.02, "Revision of Operating Programs"
- Any other costs determined by Management to be required for the operation and approved by the Department

# EXHIBIT F

## REQUEST FOR REPLENISHMENT

DADE COUNTY AVIATION DEPARTMENT  
PORTER SERVICES MANAGED BY \_\_\_\_\_  
REQUEST FOR REPLENISHMENT

REQUEST # \_\_\_\_\_

DATE \_\_\_\_\_

SECTION A: AMOUNT OF REPLENISHMENT

TOTAL DAILY INVOICE REPORT (SECTION B) \$ \_\_\_\_\_

TOTAL PAYROLL SUMMARIES (SECTION B) \$ \_\_\_\_\_

TOTAL REQUEST FOR REPLENISHMENT \$ \_\_\_\_\_

SECTION B: DAILY INVOICE REPORT (ATTACHED)

SUMMARY	DCAD CODES
---------	------------

- |    |       |
|----|-------|
| 1. | _____ |
| 2. | _____ |
| 3. | _____ |
| 4. | _____ |
| 5. | _____ |

TOTAL

=====

SECTION C: PAYROLL SUMMARIES (P/R CHECK REGISTER ATTACHED)

CHECK DATE	NET AMOUNT	PAYROLL TYPE	PAYROLL PERIOD	DCAD CODES
---------------	---------------	-----------------	-------------------	---------------

- |    |       |       |       |       |
|----|-------|-------|-------|-------|
| 1. | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ |

OTAL

UBMITTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

REVENUE BY: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVAL BY GENERAL MANAGER: \_\_\_\_\_

DATE: \_\_\_\_\_

# EXHIBIT G

## LIVING WAGES SUPPLEMENTAL GENERAL CONDITION



## LIVING WAGES SUPPLEMENTAL GENERAL CONDITION

In accordance with Ordinance No. 99-44, as amended, and Administrative Order No. 3-30, as amended, Management shall agree to pay to all its employees providing Covered Services the Living Wage required by Ordinance No. 99-44, as amended, and Administrative Order No. 3-30, as amended, and the Living Wage Supplemental General Conditions provisions of this Agreement, as such General Conditions may be amended from time to time. The current Living Wage applied to this Agreement is \$9.00 per hour plus Health Benefits as described in the aforementioned ordinance or \$10.30 per hour without Health Benefits. The Living Wage required by Ordinance No. 99-44, as amended, and Administrative Order No. 3-30, as amended, is subject to indexing as set forth in Section VII, entitled "Procedures For Determining Living Wage Rates" of the Administrative Order. Such Health Benefits shall consist of payment of at least \$1.30 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of Health Insurance must be submitted to the County to qualify for the wage rate for employees with health benefits. Management shall also agree to produce all documents and records relating to payroll and compliance with this Ordinance and Administrative Order, as amended, upon request by the County.

The provisions in this Ordinance and Administrative Order apply to any covered service that is provided by Management or any of its subcontractors at Miami International Airport without reference to any contract value.

If records reflect, that Management is in violation of this Ordinance, the County has the right to sanction Management to include but not limited to termination, fine and suspension.

This Ordinance encompasses various responsibilities that must be performed by Management such as record keeping, posting and reporting. Management must comply with these requirements as outlined in Ordinance No. 99-44, as amended, Administrative Order No. 3-30, as amended, and Exhibit G entitled Living Wage Supplemental General Conditions of this Agreement, as such General Conditions may be amended from time to time. Failure to comply with these provisions is a material default of this Agreement.

Proposers are advised that the provisions of Miami-Dade County Ordinance 99-44 will apply to any contract(s) awarded pursuant to this RFP. By submitting a proposal pursuant to these specifications, a proposer is hereby agreeing to comply with the provisions of Ordinance 99-44, and to acknowledge awareness of the penalties for non-compliance. A copy of this ordinance may be obtained from the department issuing the specifications for this RFP.

This Supplemental General Condition is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information.
3. Liability for Unpaid Wages; Liquidated Damages; Withholding
4. Payrolls, Basic Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contracts Termination and Debarment

1. DEFINITIONS

- A. Administrative hearing officer means a qualified arbitrator appointed by the County Manager to resolve disputes arising from the enforcement of Miami-Dade County Ordinance 99-44.
- B. Applicable department means the County department(s) using the service contract.
- C. Complaint means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.
- D. Compliance officer means the County Manager or his/her designee to review compliance with Ordinance 99-44 and this Administrative Order.
- E. Contract means an agreement for services covered by Ordinance 99-44 involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust.
- F. Contracting officer means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.
- G. County means the government of Miami-Dade County or the Public Health Trust.
- H. Covered employee means anyone employed by any service contractor, as further defined in Ordinance 99-44, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.
- I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:
  - (1) the service contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and
  - (2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or
  - (3) the service contractor provides Porter Assistance Service at Miami International Airport.
- J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:

- (1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over \$100,000 per year for the following services:
    - (i) food preparation and/or distribution;
    - (ii) security services;
    - (iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
    - (iv) clerical or other non-supervisory office work, whether temporary or permanent;
    - (v) transportation and parking services including airport and seaport services;
    - (vi) printing and reproduction services; and,
    - (vii) landscaping, lawn and/or agricultural services
  - (2) Porter Assistance Service - Any covered service that is provided by a Porter Assistance contractor at Miami International Airport without reference to any contract value.
  - (3) Services Performed by County Employees - Should any services that are being performed by County employees at the time Ordinance 99-44 was enacted be solicited in the future by the County to be performed by a service contractor, such services shall be covered subject to this Ordinance regardless of the value of the contract and language requiring same shall be inserted into any implementing legislation.
- K. Debar means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.
- L. Living wage means the minimum hourly pay rate with or without health benefits health benefits as further described in Ordinance 99-44.
- M. Living Wage Commission means a fifteen person commission established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on complaints filed by employees and making recommendations to the County Mayor and Commission.
- N. Project manager means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

## 2. MINIMUM WAGES AND POSTING OF INFORMATION

- A. All covered employees providing service pursuant to the service contractor's contract with the County shall be paid a living wage of no less than \$9.00 per hour with \$1.30 per hour for health benefits, as described in this section, or otherwise \$10.30 per hour regardless of any contractual relationship which may be alleged to exist between the contractor and such employees. The covered employer may comply with the living wage provision by choosing to pay no less than the specified hourly wage rate when said

employer also provides health benefits, such health benefits shall consist of at least \$1.30 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the applicable department to qualify for the wage rate for employees with health benefits.

- B. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- C. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole. Any written complaints of underpayment should be filed with the Director of the Department of Business Development, 175 Northwest First Avenue, 28th Floor, Miami, Fl., 33128, (305) 349-5960.
- D. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices prohibited by Ordinance 99-44 has been filed by the employee or other investigative or enforcement action is being taken regarding such service contractor.

3. LIABILITY FOR UNPAID WAGES: PENALTIES: WITHHOLDING

- A. In the event of any underpayment of required wage rates, the contractor shall be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Ordinance 99-44 shall be required to pay liquidated damages of \$500 to the County for each employee of the covered employer, who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified living wage rate and health benefits. Written request for appeals of violations must be filed with compliance officer within ten (10) days of receipt of the violation.
- B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Department of Business Development (DBD) for depository into the DBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.
- C. The County may withhold from service contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Ordinance 99-44, the project manager may withhold or cause to be withheld from the service contractor under this agreement so

much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the service contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".

- D. In addition to the payment of penalties and back wages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.

4. PAYROLL: BASIC RECORDS: REPORTING

- A. Each covered employer shall maintain payrolls for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.
- B. The service contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.
- C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.
- D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.
- E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. SUBCONTRACTS

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision.

6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT

- A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A.
- B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:
  - 1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
  - 2) The penalties assessed;
  - 3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
  - 4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.
- C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.
- D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit the list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.
- E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Ordinance 99-44. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party.

The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Ordinance 99-44,

- F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed five (5) years, a service contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Ordinance 99-44 a second time. If the County Manager determines a covered employer failed to comply with these provisions a third time, the non-complying covered employer's service contract with the County may be terminated.
- G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.
- H. A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment, and any other remedies available to the County.

## EXHIBIT H

### PARTICIPATION PROVISIONS



**MIAMI-DADE COUNTY  
FLORIDA**

**DEPARTMENT OF BUSINESS DEVELOPMENT**

**BLACK BUSINESS ENTERPRISE PROGRAM  
(Ordinance 94-96 – A.O. 3-3)**

**HISPANIC BUSINESS ENTERPRISE PROGRAM  
(Ordinance 94-95 – A.O. 3-17)**

**WOMEN BUSINESS ENTERPRISE PROGRAM  
(Ordinance 94-94 – A.O. 3-18)**

**PARTICIPATION PROVISIONS**

**There are five (5) contract measures: Set-Asides, Subcontractor Goals,  
Project Goals, Selection Factor and Bid Preference**

**THE CONTRACT MEASURE(S) APPLICABLE  
TO THIS PROJECT:**

	<b>BBE</b>	<b>HBE</b>	<b>WBE</b>
<b>Set-Aside</b>	<b>X</b>		
<b>Subcontractor Goals</b>			
<b>Project Goals</b>			
<b>Bid Preference</b>			
<b>Selection Factor</b>			

**DEPARTMENT OF BUSINESS DEVELOPMENT  
175 NW 1<sup>ST</sup> AVENUE, 28<sup>TH</sup> FLOOR  
MIAMI, FLORIDA 33128  
PHONE: (305) 349-5960 FAX: (305) 349-5915**

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### 3. Certification List

#### A. DEFINITIONS

The definitions in this section apply only to these Participation Provisions, hereinafter referred to as "Provisions". These Provisions shall apply to every bid, request for proposals and contract to which a contract measure is applied. The phrase "BBE, and/or HBE, and/or WBE, as appropriate," means to apply the contract measures to this contract as indicated on the cover sheet. Only the contract measures and programs indicated on the cover sheet apply. For example: If the cover sheet indicates a 10% subcontractor goal for BBEs and a 20% subcontractor goal for WBEs, and no subcontractor goal for HBEs, then only BBE and WBE subcontractor goals would apply to this bid.

NOTE: THESE PROVISIONS ARE IN ADDITION TO FEDERAL REQUIREMENTS GOVERNING DISADVANTAGED BUSINESS ENTERPRISES.

1. "Approval Letter" means a document issued by DBD at the request of a BBE, and/or HBE, and/or WBE, as appropriate, or bidder that, based on the written representations of the BBE, and/or HBE, and/or WBE, as appropriate, or bidder, finds a specified activity or scope of work consistent with normal industry practice.
2. "Available" or "Availability" means to have, prior to bid submission, the ability to provide goods or services under a contract, by having: reasonably estimated, uncommitted capacity; all necessary licenses, permits, registrations and certifications; the ability to obtain bonding that is reasonably required consistent with normal industry practice; and the ability to otherwise meet bid specifications.
3. "Bid" means a quotation, proposal, letter of interest or offer by any bidder in response to any kind of invitation, request or public announcement to submit a quotation, proposal, letter of interest or offer for a contract.
4. "Bidder" means any person, partnership, corporation or other business entity that submits a bid.
5. "Bid Preference" means an amount deducted from the total bid price in order to calculate the bid price to be used to evaluate the bid.
6. "Bid Price" means the amount of the bid in accordance with the method of award outlined in the bid document, where the award is based on price per item, price in the aggregate, price by group, price by zone, combination of award methods, or any other method defined within the bid document under review.
7. "Black" means a person who is a citizen or lawful resident of the United States and who has origins in any of the Black racial groups of Africa.

8. "Black Business Enterprise" or "BBE" means a firm that is owned and controlled by one or more Black individuals, has an actual place of business in Miami-Dade County, and is certified in accordance with Ordinance 94-96, and Administrative Order 3-3.
9. "BBE Selection Factor" means an element specified in bid documents that designates as one criteria for choosing among bids that the bidder is a non-BBE that demonstrates significant utilization of BBEs in accordance with Ordinance 94-96, is a BBE, or is a joint venture owned and controlled by a BBE.

"HBE Selection Factor" means an element specified in bid documents that designates as one criteria for choosing among bids that the bidder is a non-HBE that demonstrates significant utilization of HBEs in accordance with Ordinance 94-95, is a HBE, or is a joint venture owned and controlled by a HBE.

"WBE Selection Factor" means an element specified in bid documents that designates as one criteria for choosing among bids that the bidder is a non-WBE that demonstrates significant utilization of WBEs in accordance with Ordinance 94-94, is a WBE, or is a joint venture owned and controlled by a WBE.
10. "Board" means the Miami-Dade County Board of County Commissioners, Miami-Dade County, Florida.
11. "Broker" means an individual or business that acts as a contact for the purchase of goods or services from a supplier and transfers funds to a non-BBE, and/or non-HBE, and/or non-WBE, as appropriate, in a manner that does not add economic value to the purchase, except where such conduct is normal industry practice.
12. "Certification List" means a list maintained by the Department of Business Development that contains the names, addresses, and certification expiration date, of certified BBEs, and/or HBEs, and/or WBEs, as appropriate, sorted by trade, service, and/or commodity.
13. "Commercially Useful Function" means contractual responsibility for the execution of a distinct element of the work of a contract by a business enterprise and the carrying out of its contractual responsibilities by actually performing, managing, and supervising the work involved other than acting as a broker. The determination of whether an activity is a commercially useful function shall include the evaluation of the amount of work subcontracted, normal industry practices, the skills, qualifications, or expertise of the enterprise to perform the work, whether the business owner himself or herself performs, manages, and/or supervises the work involved, and other relevant factors.

14. "Compliance Monitor" means the Director of the Department of Business Development or his or her designee assigned to review compliance pursuant to Ordinances 94-96, 94-95, 94-94 and the Administrative Orders 3-3, 3-17, and 3-18.
15. "Contract" means an agreement proposed by County staff, or approved by the County Commission in any of the following classes:
  - i. procurement of goods and services not included in the classes ~~b, c and d~~ below;
  - ii. professional services including but not limited to accounting, legal, health care, consulting and management services;
  - iii. contract does not mean an agreement to purchase, lease, or rent real property; grant leases, permits, or franchises; operate concession; or make grants.
16. "Contract Measure" means a set-aside, or a subcontract goal, or a project goal, or a bid preference, or a selection factor, singly or in any combination.
17. "Contracting Officer" means the person assigned under a contract, usually a Department Director or his or her designee, who has primary responsibility to monitor the contract and enforce contract requirements.
18. "County" means Miami-Dade County, Florida, a political subdivision of the State of Florida.
19. "Debar" means to exclude a vendor, its individual officers, its shareholders with significant interests, or its affiliated businesses from county contracting and subcontracting for a specified period of time, not to exceed five (5) years.
20. "DBD" means the Miami-Dade County Department of Business Development.
21. "Goods" means any tangible product, material or supply that is not a service.
22. "Hispanic" means a person who is a citizen or lawful resident of the United States who has origins in Cuba, Mexico, Puerto Rico, Central or South America or other Spanish or Portuguese culture regardless of race.
23. "Hispanic Business Enterprise" or "HBE" means a business that is owned and controlled by one or more Hispanic individuals; has its principal place of business in Miami-Dade County; and is certified in accordance with Ordinance 94-95 and Administrative Order 3-17.
24. "Joint Venture" means an association of two or more persons, partnerships, corporations, other business entities or any combination of the above, at least one of

which is a BBE, and/or HBE, and/or WBE, as appropriate, certified in accordance with the relevant ordinance, that is lawfully established to carry on a single business activity that is limited in scope and duration.

25. "Joint Venture Agreement" means a document submitted to DBD by a joint venture that provides information regarding the nature of the joint venture.
26. "Letter of Intent" means a letter signed by a subcontracting BBE, and/or HBE, and/or WBE, as appropriate, detailing the scope and dollar value of the work to be performed by the BBE, and/or HBE, and/or WBE, as appropriate, for the successful bidder on a contract with subcontractor goals.
27. "MDC" means Miami-Dade County, Florida.
28. "Owned and Controlled" means a business that is at least fifty one (51) percent owned by one or more Blacks, Hispanics or women, as appropriate, or in the case of a publicly owned business, at least fifty one (51) percent of the stock of which is owned by one or more Blacks, Hispanics or women, as appropriate, and whose management and daily business operations are controlled by one or more such individuals. The determination of whether an owner has demonstrated such control shall include an evaluation of the following: the owner's experience in the industry in which certification is sought; the owner's independence in making business policy and day-to-day operational decisions; the owner's technical competency or knowledge of technical requirements in the industry in which certification is sought; and other relevant factors.
29. "DPM" means the Department of Procurement Management.
30. "Principal Place of Business" means the location at which the business records of the applicant concern are maintained and the location at which the individual who manages the day-to-day operations spends the majority of his or her working hours.
31. "Project Goal" means that a proportion of a total contract value stated as a percentage to be awarded to BBEs, and/or HBEs, and/or WBEs, as appropriate, in contracts that create a pool of qualified vendors from which the County selects pool members to perform the work of the contract.
32. "Review Committee" or "RC" means the committee established by the County Manager to review proposed projects for the application of contract measures.
33. "Schedule of Participation" means a form contained in the bid documents of a contract with goals on which bidders list at the time of bid submission all BBEs, and/or HBEs, and/or WBEs, as appropriate, to be used to meet the goal, the scope of work each will perform, including the goods or services to be provided, and the dollar value of such work.

34. "Services" mean maintenance, alteration, or repair of a public improvement and any performance of work offered for public or private consumption that does not consist primarily of goods.
35. "Set-Aside" means the designation of a given contract for competition solely among BBEs, and/or HBEs, and/or WBEs, as appropriate.
36. "Set-Aside List of Subcontractors" means a form contained in the bid documents of set-aside contracts for services identifying the work the bidder will perform with his own forces and, listing at time of bid submission, all subcontractors, the scope of work each will perform, including the services each will provide, and the dollar value of such work.
37. "Significant Utilization" means purchases of goods or services from BBEs, and/or HBEs, and/or WBEs, as appropriate, by a bidder in the preceding twenty-four (24) months that: were not required under governmental contract measures or Minority Business Enterprise Program; and were not a nominal amount relative to the bidder's purchases of goods and services in Miami-Dade County, the bidder's overall purchases of goods and services, and the availability of BBEs, and/or HBEs, and/or WBEs, as appropriate; and were pursuant to the bidder's systematic efforts to eliminate discrimination against BBEs, and/or HBEs, and/or WBEs, as appropriate, in its purchases of goods and services in Miami-Dade County.
38. "Subcontractor Goal" means a proportion of a total contract value stated as a percentage to be subcontracted to a BBE, and/or HBE, and/or WBE, as appropriate, to perform a commercially useful function.
39. "Successful Bidder" means the bidder to which the contract is awarded.
40. "Unavailability Certificate" means a document signed by a BBE, and/or HBE, and/or WBE, as appropriate, stating that the BBE, and/or HBE, and/or WBE, as appropriate, is not available to participate on a specific project at a specific time.
41. "Utilization Report" means a report completed by the successful bidder on a contract with goals and submitted monthly listing all work performed in the past month by the BBEs, and/or HBEs, and/or WBEs, as appropriate, identified on the Schedule of Participation and all expenditures made in the last month to the identified BBEs, and/or, HBEs, and/or WBEs, as appropriate.
42. "Voidable" means capable of being annulled.
43. "Women" means persons of the female gender, regardless of race or ethnicity.

44. "Women Business Enterprise" or "WBE" means a business that is owned and controlled by one or more women, has its principal place of business in Miami-Dade County; and is certified in accordance with Ordinance 94-94 and Administrative Order 3-18.
45. "Work" means the provision of goods or services.

**B. GENERAL INFORMATION**

1. The bidder shall fully comply with these Provisions which implement Miami-Dade County Ordinances 94-94, 94-95, and 94-96 and Administrative Orders 3-3, 3-17 and 3-18, respectively.
2. Five individual contract measures are possible under the Black Business Enterprise Program (Ordinance 94-96 and Administrative Order 3-3), the Hispanic Business Enterprise Program (Ordinance 94-95 and Administrative Order 3-17) and the Women Business Enterprise Program (Ordinance 94-94 and Administrative Order 3-18): set-asides, subcontractor goals, project goals, bid preferences, and BBE, and/or HBE, and/or WBE, selection factors. While neither a bid preference nor a BBE, and/or HBE, and/or WBE, selection factor may be applied to a set-aside contract, contract measures may otherwise be used in combination with each other. For instance a set-aside contract for WBEs may also contain subcontractor goals for BBEs and HBEs. The contract measure(s) applicable to this contract is indicated on the cover sheet of these Provisions. MDC shall not award a contract to any bidder which it determines fails to comply with the applicable requirements of these Provisions.
3. In order to participate as a BBE, and/or HBE, and/or WBE, as appropriate, on this contract, a BBE, and/or HBE, and/or WBE, as appropriate, must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract in which the BBE, and/or HBE, and/or WBE, as appropriate, participates as a BBE, and/or HBE, and/or WBE.
4. MDC shall monitor the compliance of the successful Bidder with the requirements of these Provisions during the course of the work to be performed under the contract.
5. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained by contacting the Compliance Monitor at: Miami-Dade County Department of Business Development (DBD) at 175 N.W. 1<sup>st</sup> Avenue, 28<sup>th</sup> Floor, Miami, Florida 33128 or by telephone at (305) 349-5960, facsimile (305) 349-5915.

**C. CERTIFICATION**



1. Attached as an example is a Certification List with a specified date. Certification Lists are updated and issued every two weeks. Bidders shall use the most recent Certification List available prior to bid opening. Certification lists may be obtained by contacting DBD at telephone number (305) 349-5960 during normal business hours or online at [www.co.miami-dade.fl.us/dbd](http://www.co.miami-dade.fl.us/dbd).
2. The firms on the Certification List will be identified by trade, commodity or service area. A BBE, and/or HBE, and/or WBE, as appropriate, must be certified in a trade, commodity, or service area in order to be eligible to participate as a BBE, and/or HBE, and/or WBE, as appropriate, on contracts in such trade, commodity or service area. In addition, vendors in order to be eligible to participate as a BBE, and/or HBE, and/or WBE subcontractor, as appropriate, must be certified in the trade, commodity or service area in which they are to perform work as a BBE, and/or HBE, and/or WBE subcontractor, as appropriate.
3. In order to participate as a BBE, and/or HBE, and/or WBE, as appropriate, on this contract, a BBE, and/or HBE, and/or WBE, as appropriate, must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract in which the BBE, and/or HBE, and/or WBE, as appropriate, participates as a BBE, and/or HBE, and/or WBE.
4. Joint Ventures. Only joint ventures approved by DBD in accordance with Administrative Orders 3-3, 3-17, and/or 3-18, as appropriate, are eligible to participate as joint ventures in the Program. Joint ventures must be lawfully established. The Black, Hispanic and/or woman member of the joint venture must be certified as a BBE, and/or HBE, and/or WBE, as appropriate, before the joint venture can be approved.

#### D. CONTRACT MEASURES

1. Set-Asides
  - a. Contracts that are set-aside and do not have subcontractor goals are for bidding solely among BBEs, and/or HBEs, and/or WBEs, as appropriate. A BBE, and/or HBE, and/or WBE, as appropriate, awarded a set-aside contract shall not transfer to a non-BBE, and/or non-HBE, and/or non-WBE, as appropriate, through subcontracting or otherwise, any part of the actual work of the contract unless these bid documents expressly and specifically require and/or permit such transfer as consistent with normal industry practice, or the BBE, and/or HBE, and/or WBE, as appropriate, requests and receives prior to bid award an approval letter from DBD.
  - b. Set-aside contracts with subcontractor goals require that subcontractor goals be met in areas specified in the Schedule of Participation. In areas not being used to meet a subcontractor goal the work is to be performed by the BBE, and/or

HBE, and/or WBE for which the contract was set-aside. For example: a BBE set-aside with a 20% WBE subcontractor goal requires 20% of the work be performed by a WBE and the remaining work be performed by BBEs.

- c. A BBE and/or HBE and/or WBE, as appropriate, that performs the work of the set-aside contract with its own forces may count such work towards reducing the BBE and/or HBE and/or WBE set-aside by one-hundred (100) percent.
- d. Bidders on set-asides that cannot demonstrate their compliance with the requirements of the preceding paragraphs (D.)(1.)(a.) and (b.) shall be found to be in non-compliance with these Provisions.
- e. Bidders on set-asides, to be eligible for award, shall submit upon request of the Compliance Monitor, a "Set-Aside List of Subcontractors" (Form No. DBD 104). Failure to submit the list and any relevant information the Compliance Monitor may request shall constitute non-compliance with these Provisions.
- f. The following shall constitute non-compliance with these Provisions:
  - i. Submission of a Set-Aside List of Subcontractors that the bidder knew or should have known is incomplete or inaccurate; or
  - ii. Deviation from the list without the written approval of the Compliance Monitor.

## 2. Subcontractor Goals

- a. The purpose of a Subcontractor Goal is to have portions of the work under the contract performed by available BBEs, and/or HBEs, and/or WBEs, as appropriate.
- b. In contracts with subcontractor or projects goals for BBEs, and/or HBEs, and/or WBEs, as appropriate, a Black and/or Hispanic and/or Woman Business Enterprise certified in more than one category shall be counted toward meeting the goal for one category only. The prime bidder shall declare at bid submission toward which subcontractor goal a business enterprise certified in more than one category shall count.
- c. After a bid is advertised with a subcontractor or project goal, it may be reduced only with the approval of the County Commission, or if the contract is to be executed by the Public Health Trust, by that body.
- d. A bidder challenging or protesting the subcontractor or project goal must submit to the office or person to whom the bid is submitted, no later than the

time of bid submission, written reasons for such challenge or protest. Challenges or protests to a BBE, and/or HBE, and/or WBE, as appropriate, subcontractor goal by bidders after the time of bid submission, or challenges based on reasons not previously provided in writing prior to bid submission, shall not be heard by the County Commission.

- e. The Project Worksheet for establishing the stated subcontractor goal is included in the appendix of these Provisions.
- f. Bidder Responsibilities for Subcontractor Goals:
  - i. Bidders must submit a completed Schedule of Participation (Form No. DBD 101) at the time of bid submission. The Schedule of Participation constitutes a written representation by the bidder that to the best of the bidders' knowledge the BBEs, and/or HBEs, and/or WBEs, as appropriate, listed are available and have agreed to perform as specified, or that the Bidder will demonstrate unavailability. The Schedule of Participation is a commitment by the bidder that if awarded the contract, it will enter into subcontracts with the identified BBEs, and/or HBEs, and/or WBEs, as appropriate, for the scope of work at the percentage set forth in the Schedule of Participation.
  - ii. Bidders that are BBEs, and/or HBEs, and/or WBEs, as appropriate, and bidders that are joint ventures that are owned and controlled by one or more BBEs, and/or HBEs, and/or WBEs, as appropriate, may use their own forces to meet up to 50% of a specified goal.
  - iii. Bidders who fail to submit the Schedule of Participation shall be considered non-responsive. Bids that contain a defective Schedule of Participation are voidable. Examples of defects include but are not limited to: incomplete Schedules; the listing of an unidentifiable BBE, and/or HBE, and/or WBE, as appropriate, and percentage miscalculations that are not mere clerical errors apparent on the face of the Schedule.
  - iv. Expenditures to subcontracting BBEs, and/or HBEs, and/or WBEs, as appropriate, shall be counted toward meeting specified goals as follows:
    - (1) One hundred percent (100%) of the expenditures to BBEs, and/or HBEs, and/or WBEs, as appropriate, that perform a commercially useful function in the supply of goods or services required for fulfillment of the contract;
    - (2) One hundred percent (100%) of the expenditures to BBEs, and/or HBEs, and/or WBEs, as appropriate, that subcontract work further to

non-BBEs, and/or non-HBEs, and/or non-WBEs, as appropriate, only if bid documents expressly and specifically permit such subcontracting as consistent with normal industry practice, or the bidder or BBEs, and/or HBEs, and/or WBEs, as appropriate, requests and receives prior to bid award an approval letter from DBD.

- (3) One hundred percent (100%) of the expenditures to BBEs, and/or HBEs, and/or WBEs, as appropriate, who are vendors, working as subcontractors, that perform actual work with their own forces;
  - (4) None of the expenditures to BBEs, and/or HBEs, and/or WBEs, as appropriate, that acts essentially as a conduit to transfer funds to a non-BBE, and/or non-HBE, and/or non-WBE, as appropriate, unless bid documents expressly and specifically permit such transfers as consistent with normal industry practice or the bidder or BBE, and/or HBE, and/or WBE, as appropriate, requests and receives prior to bid award an approval letter.
- v. Bidders agree to take all necessary and reasonable steps in accordance with these Provisions to ensure that BBEs, and/or HBEs, and/or WBEs, as appropriate, have the maximum opportunity to compete for and perform this contract. Bidders shall select portions of the work to be performed by BBEs, and/or HBEs, and/or WBEs, as appropriate, so as to increase the likelihood of meeting the subcontractor goal including, where appropriate, breaking down contracts into economically feasible units to facilitate BBE, and/or HBE, and/or WBE, as appropriate, participation.
  - vi. Bidders must submit Letters of Intent (Form No. DBD 102) to the person or office to whom the bid was submitted by 4:00 p.m. on the second business day following bid opening. Defective Letters of Intent are voidable. Examples of defects include but are not limited to improperly executed letters, the listing of an unidentifiable BBE, and/or HBE, and/or WBE, as appropriate, and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Intent. Expenditures to BBEs, and/or HBEs, and/or WBEs, as appropriate, on a Schedule of Participation that are not confirmed by a Letter of Intent shall not count toward the goal.
  - vii. Bidders whose bid do not meet the specified goal, in order to remain eligible, must submit to the person or office to whom the bid was submitted by 4:00 p.m. on the second business day following bid submission evidence proving the lack of available BBEs, and/or HBEs, and/or WBEs, as appropriate, to afford effective competition to provide the goods or services to meet the subcontractor goal. To prove lack of availability, bidders must submit the following:

- (1) Unavailability Certificates (Form No. DBD 103) either completed and signed by the BBEs, and/or HBEs, and/or WBEs, as appropriate, or completed and signed by the bidder explaining the contacts with the BBEs, and/or HBEs, and/or WBEs, as appropriate, statements or actions of the BBEs, and/or HBEs, and/or WBEs, as appropriate, showing unavailability, and the reason(s) why the BBEs, and/or HBEs, and/or WBEs, as appropriate, signature could not be obtained; and
- (2) A listing of any bids received from BBEs, and/or HBEs, and/or WBEs, as appropriate, the scope of work and price of each bid, and the bidder's reasons for rejecting each bid; and
- (3) A statement of the bidder's contacts with DBD for assistance in determining available BBEs, and/or HBEs, and/or WBEs, as appropriate; and
- (4) A statement showing compliance with paragraph D. 2. d.; and
- (5) A complete description of the bidder's process for soliciting and evaluating bids from BBEs, and/or HBEs, and/or WBEs, as appropriate,
- (6) Bidders may establish a BBE, and/or HBE, and/or WBE, as appropriate, as unavailable if the bidder provides evidence proving the BBEs, and/or HBEs, and/or WBEs, as appropriate, bid is not reasonably competitive with comparable bids of non-BBEs, and/or non-HBEs, and/or non-WBEs, as appropriate, for the same scope of work.
- (7) Evidence of lack of availability may address only the period prior to bid submission.

viii. The bidder shall either meet the subcontractor goal or demonstrate lack of availability as a condition of being awarded this Contract.

### 3. Bid Preference

- a. Eligibility. Bidders claiming a bid preference shall complete and submit with their bid a claim of bid preference. The Compliance Monitor shall determine whether the bidder qualifies for the bid preference for the specified contract. In the event that a bidder qualifies for a bid preference in more than one category for the specified contract, the bidder shall be awarded the largest

preference. Only one preference shall be awarded per bidder per contract. Bid preferences shall be given to:

- i. Bidders that are BBEs, and/or HBEs, and/or WBEs, as appropriate;
  - ii. Bidders that demonstrate significant utilization;
  - iii. Bidders that are joint ventures approved under Section III of Administrative Orders 3-3 and/or 3-17 and/or 3-18, as appropriate.
- b. The bid price will depend on the method of award. Examples of award methods include, but are not limited to, price per item, per group or in the aggregate.
- c. Bid preferences may only be applied to contracts where the estimated aggregate contract value exceeds \$25,000.
- d. Preference Level. Bid documents for contracts with bid preferences shall state the following bid preferences which will be given to qualified bidders as appropriate:

Bid Price	BBEs HBEs WBEs	Significant Utilization of BBE, HBEs, WBEs	Joint Ventures BBEs=>51% HBEs=>51% WBEs=>51%	Joint Ventures BBEs=<51% HBEs=<51% WBEs=<51%
>0 <75,000	10.0%	7.50%	5.0%	3.75%
75,000 <125,000	5.0%	3.75%	2.50%	1.25%
125,000 <250,000	4.0%	3.00%	2.00%	1.00%
250,000 <500,000	3.0%	2.25%	1.50%	0.75%
500,000 <1,000,000	2.0%	1.50%	1.00%	0.50%
1,000,000 <2,000,000	1.0%	0.75%	0.50%	0.25%

On contracts greater than two million dollars (\$2,000,000), the bid preference shall only be calculated for the first two million dollars of the bid price. The bid preference shall be calculated and subtracted from the total bid price. This difference shall be used in evaluating the bid. The bid preference is used only to calculate an amount to be used in evaluating the bid and does not affect the contract price.

- e. Demonstrating Significant Utilization
- i. DBD shall prepare and make available on a monthly basis a list of BBEs, HBEs and WBEs that have valid certifications during the prior twenty-four (24) months.

- ii. Bidders claiming a bid preference based on significant utilization shall demonstrate such significant utilization by submitting evidence including but not limited to the following:
  - (1) Bidder's total purchases of goods and services in the prior twenty-four months.
  - (2) Bidder's total purchases of goods and services in Miami-Dade County in the prior twenty-four months.
  - (3) Bidder's total purchases from BBEs, and/or HBEs, and/or WBEs, as appropriate, in the prior twenty-four months, identifying each BBE, and/or HBE, and/or WBE, as appropriate.
  - (4) Bidder's total purchases from BBEs, and/or HBEs, and/or WBEs, as appropriate in the prior twenty-four months, identifying each BBE, and/or HBE, and/or WBE, as appropriate, that was not pursuant to any governmental contract or Minority Business Enterprise Program requirement with which the bidder complied.
  - (5) Data showing lack of availability of BBEs, and/or HBEs, and/or WBEs, as appropriate.
  - (6) A description of the bidder's systematic efforts to eliminate discrimination against BBEs, and/or HBEs, and/or WBEs, as appropriate, in its purchasing operations.
- iii. Based on its review of the evidence, DBD shall issue a letter stating the bidder has demonstrated significant utilization or the reasons why the bidder has failed to demonstrate significant utilization.

#### 4. BBE, HBE and WBE Selection Factor

- 1. In bids that assign weights to evaluation or selection criteria, bid documents shall assign a weight of ten percent (10%) to the BBE, and/or HBE, and/or WBE selection factor, as appropriate. In bids that do not assign weights to evaluation or selection criteria, bid documents shall provide that among bidders evaluated to be otherwise substantially equal, the BBE, and/or HBE, and/or WBE selection factor, as appropriate, shall be the deciding factor for award of the bid.
- 2. A BBE, and/or HBE, and/or WBE selection factor may be applied to any request for proposals or similar invitations to bid that are not set-aside.

#### E. PRE-AWARD COMPLIANCE

1. Investigatory Meeting by Compliance Monitor
  - a. The Compliance Monitor shall review for compliance with these Provisions every contract to which a contract measure has been applied. If the Compliance Monitor has concerns regarding compliance with these Provisions, the Bidder shall upon at least three (3) days notice meet with the Compliance Monitor. The purpose of this investigatory meeting shall be for the Compliance Monitor to consider whether to recommend the Bidder's bid be determined to be in compliance or non-compliance with the requirements of these Provisions. The Compliance Monitor may consider relevant information from any person in making this decision. At the investigatory meeting the Bidder shall have an opportunity to present information and arguments pertinent to his compliance with the applicable requirements. The Compliance Monitor may require the Bidder to produce such information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever sources the Compliance Monitor deems appropriate.
  - b. No later than fifteen (15) business days after this investigatory meeting with the Bidder, the Compliance Monitor shall make a written recommendation to the Contracting Officer which shall include a statement of the facts and reasons upon which it is based. This recommendation shall also be forwarded to the Bidder.
2. Determination by MDC. Following receipt of a recommendation of non-compliance from the Compliance Monitor, the Contracting Officer shall notify the Bidder of an informal hearing regarding the bidder's compliance with these Provisions. Such notice shall indicate the date, time and place at which the Bidder will have an opportunity to present pertinent arguments and information to the Contracting Officer relating to the recommendation of non-compliance by the Compliance Monitor. The Bidder shall supply such further relevant information as required by the Contracting Officer.
3. The Contracting Officer in conjunction with the Compliance Monitor may also conduct informal hearings, to which the Bidder shall be invited, in which other parties invited by the Contracting Officer may offer information relevant to the issue of the Bidder's non-compliance.
4. The Contracting Officer shall in writing determine whether the bid of such Bidder complies with the requirements of these Provisions and whether to recommend to the County Manager that the Contract be awarded to the Bidder. A copy of such recommendation shall be sent to the Bidder. Such recommendation shall not affect the power of the Board of County Commissioners to reject the Bidder's bid for any other reason or to take such



action on the recommendation of the Contracting Officer as the Board deems appropriate.

5. Consideration of Other Bids. If the Contracting Officer or Compliance Monitor deems it advisable in the interest of expediting the award of the contract, the procedures set forth in this subsection may be carried out with respect to the bids of one or more additional Bidders at the same or different time with each such proceeding to be separately conducted.
6. Failure of Bidder to Participate. The Bidder will be bound by the proceedings under this subsection to which they have been given required notice without regard to their participation or lack of participation. A lack of participation upon receiving notices and requests pursuant to these Provisions shall not be grounds for reconsideration of any action in the proceedings.
7. MDC shall not award this contract to any Bidder which it determines fails to comply with the applicable requirements of these Provisions. Nothing herein shall relieve any Bidder from any of the terms, conditions or requirements of the contract or modify MDC's rights as reserved in the Contract document.

F. PROMPT PAYMENT

1. It is the County's intent that BBEs and/or HBEs and/or WBEs providing goods or services to the County shall receive payments promptly in order to maintain sufficient cash flow.
2. The successful bidder on a contract with goals shall promptly review billings from BBEs, and/or HBEs, and/or WBEs, as appropriate, listed on the Schedule of Participation. On those amounts not in dispute, the successful bidder must make payment within thirty (30) days of its receipt of billing.

G. POST-AWARD COMPLIANCE AND MONITORING

1. Approval of Subcontracts. The Successful Bidder shall submit to the Contract Officer, for approval, subcontracts corresponding in all respects to the proposed agreements listed on the Successful Bidder's Schedule of Participation or Set-Aside List of Subcontractors, unless a deviation is approved under paragraph G.4. below. The Successful bidder shall enter into each subcontract and shall thereafter neither terminate any such subcontract nor reduce the scope of the work to be performed by or decrease the price to be paid to the BBEs, and/or HBEs, and/or WBEs, as appropriate, thereunder without in each instance the prior written approval of the Compliance Monitor. The Contracting Officer shall not give a final written determination without a recommendation from the Compliance Monitor.

2. **Access to Records.** Successful bidders and BBEs, and/or HBEs, and/or WBEs, as appropriate, shall permit the County to have access during normal business hours to books and records relating to the bidder's compliance with the contract measures applied to the contract or relating to BBE, and/or HBE, and/or WBE, as appropriate, compliance with certification requirements. Such books and records include but are limited to corporate documents, charters, organizational filings, tax filings, registrations, licenses, stock registrations, partnership agreements, contracts, subcontracts, joint venture agreements, checking accounts, journals, ledgers, correspondence, and documents and records between the bidder or the BBE, and/or HBE, and/or WBE, as appropriate, and other entities. This right of access shall be granted for one year after completion of the work or full payment of contract obligations, whichever comes last, or for one year after the expiration of BBE, and/or HBE, and/or WBE, as appropriate, certification.
3. **Monthly Reporting.** The successful bidder on a project with a contract measure shall submit monthly a Utilization Report (Form No. M-200) to the Contracting Officer on or before the tenth working day following the end of the month the report covers. A standard reporting form is included in these Provisions. Additional forms may be obtained from the Compliance Monitor. Failure to comply with the reporting requirements may result in the imposition of either or both contractual sanctions or administrative penalties by the County at its option.
4. **Deviations from the Schedule of Participation or Set-Aside List of Subcontractors.**
  - a. In the event that during the performance of a contract a BBE, and/or HBE, and/or WBE, as appropriate, is not able to provide the goods or services specified on the Schedule of Participation, the successful bidder must locate a BBE, and/or HBE, and/or WBE, as appropriate, to substitute for the unavailable BBE, and/or HBE, and/or WBE, as appropriate, unless the bidder can prove lack of an available BBE, and/or HBE, and/or WBE, as appropriate, to provide the goods or services to be provided by the prior BBE, and/or HBE, and/or WBE, as appropriate. The successful bidder must receive approval from the Contracting Officer, revise the Schedule of Participation to include the substitute BBE, and/or HBE, and/or WBE, as appropriate, and obtain a Letter of Intent from the substitute BBE, and/or HBE, and/or WBE, as appropriate. A successful bidder that cannot secure a substitute BBE, and/or HBE, and/or WBE, as appropriate, must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, and telephone numbers of all BBEs, and/or HBEs, and/or WBEs, as appropriate, contacted, and the date of the contact for each BBE, and/or HBE, and/or WBE, as appropriate.
  - b. The Compliance Monitor shall be responsible for monitoring the performance of the successful bidder regarding compliance with contract measures applied

to the contract. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of BBEs, and/or HBEs, and/or WBEs, as appropriate, from that described on the Schedule of Participation or Set-Aside List of Subcontractors and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the goal stated in the contract that shall be monitored include but are not limited to:

- i. Termination of a BBE, and/or HBE, and/or WBE, as appropriate, subcontract;
  - ii. Reduction in the scope of work to be performed by a BBE, and/or HBE, and/or WBE, as appropriate;
  - iii. Modifications to the terms of payment or price to be paid to BBEs, and/or HBEs, and/or WBEs, as appropriate;
  - iv. Failure to enter into a contract with BBEs, and/or HBEs, and/or WBEs, as appropriate.
- c. Excuse from Entering Subcontracts. If prior to execution of a subcontract required by these Provisions, the Successful Bidder submits a written request to the Contracting Officer demonstrating to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his control of which he was not aware and could not reasonably have been aware until subsequent to the date of the award of the Contract, a BBE, and/or HBE, and/or WBE, as appropriate, who is to enter into such subcontract has unreasonably refused to execute the subcontract, or is not available, the Successful Bidder shall be excused from executing such subcontract. The procedures of paragraphs G.4.f. and g. below apply to this paragraph.
- d. Termination of Subcontracts. If, after execution of a subcontract, required by these Provisions, the Successful Bidder submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his control of which he was not aware and could not reasonably have been aware until subsequent to the date of execution of such subcontract, a BBE, and/or HBE, and/or WBE, as appropriate, who entered into such subcontract has committed a material breach of the subcontract, the successful Bidder shall be entitled to exercise such rights as may be available to him to terminate the subcontract. The procedures of paragraphs f. and g. below apply to this paragraph.
- e. MDC's Determination of Bidder's Excuse or Termination. If the Successful Bidder at any time submits a written request to the Contracting Officer under

the prior two paragraphs the Contracting Officer, as soon as practicable, shall determine whether the Successful Bidder had made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Successful Bidder, upon notice, an opportunity to present pertinent information and arguments. The procedures of paragraphs f. and g. below apply to this paragraph.

- f. Alternative Subcontracts. If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under these Provisions and without such subcontract the Successful Bidder will not achieve the level of BBE, and/or HBE, and/or WBE, as appropriate, participation upon which the contract was awarded, the Successful Bidder shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another available BBE, and/or HBE, and/or WBE, as appropriate, for a subcontract price or prices totaling not less than the subcontract price under the excused or terminated subcontract, less all amounts previously paid thereunder. The Bidder must submit a revised Schedule of Participation or Set-Aside List of Subcontractors and Letter of Intent to include the substitute BBE, and/or HBE, and/or WBE, as appropriate. A successful bidder that cannot secure a substitute BBE, and/or HBE, and/or WBE, as appropriate, must provide a written statement of the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, telephone numbers, and the date of contact for each BBE, and/or HBE, and/or WBE, as appropriate. The procedures of paragraphs g. and h. below apply to this paragraph.
- g. The Compliance Monitor shall promptly meet with the Successful Bidder and provide him with an opportunity to demonstrate compliance with these requirements. The Compliance Monitor shall, within a reasonable time, recommend to the Contracting Officer whether the Successful Bidder should be determined to be in compliance with these requirements. The Compliance Monitor may require the Successful Bidder to produce such information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever sources the Compliance Monitor deems appropriate. The Compliance Monitor shall make his recommendation under this paragraph to the Contracting Officer and forward a copy to the Bidder.
- h. The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five calendar days from the Successful Bidder's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, at his or her discretion may reply to the Successful Bidder's written objection within 10 days of receipt of these objections. The Contracting Officer's determination upon consideration of the Successful Bidder's written objection shall be final and binding without right of appeal.

## H. SANCTIONS FOR CONTRACTUAL VIOLATIONS

If at any time, the Successful Bidder is in violation of his obligations under these Provisions, MDC not withstanding any other penalties and sanctions provided by law may impose one or more of the following:

1. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
2. Work stoppage;
3. Termination, suspension, or cancellation of the contract in whole or part.

## I. DEBARMENT

The County may debar a BBE, and/or HBE, and/or WBE, as appropriate, or a non-BBE, and/or non-HBE, and/or non-WBE, as appropriate, for violation of, or non-compliance with, the provisions of Ordinances 94-96, and/or 94-95, and/or 94-94, Administrative Order 3-3, 3-17, 3-18 or these bid documents.

1. Violations that may result in debarment include but are not limited to:
  - a. Falsifying or wrongfully withholding information in the certification, bidding or reporting processes for BBEs, and/or HBEs, and/or WBEs, as appropriate.
  - b. Failing to perform a commercially useful function, or subcontracting to a BBE, and/or HBE, and/or WBE, as appropriate, by a non-BBE, and/or non-HBE, and/or non-WBE, as appropriate, that knew or should have known the BBE, and/or HBE, and/or WBE, as appropriate, could not perform a commercially useful function. When determining whether the BBE, and/or HBE, and/or WBE, as appropriate, performs a commercially useful function, DBD shall consider factors such as but not limited to:
    - i. Whether actual work is performed by the BBE, and/or HBE, and/or WBE, as appropriate. Actual work includes drop shipping when the BBE, and/or HBE, and/or WBE, as appropriate, has actual and legal responsibility for billing and performance of the contract. Brokering is considered to be actual work when it is consistent with normal industry practice.
    - ii. Whether further subcontracting by the BBE, and/or HBE, and/or WBE, as appropriate, is consistent with normal industry practice;
    - iii. Whether the BBE, and/or HBE, and/or WBE, as appropriate, subcontractor is a prime contractor.

- iv. Whether the BBE, and/or HBE, and/or WBE, as appropriate, subcontractor has entered into bonding agreements that shift to another the expenses, risks, or responsibilities of the work for the purpose of meeting bonding requirements.
- 2. Debarment procedures shall comply with Section 10-38 of the Code of Miami-Dade County.

J. APPENDICES

- 1. Forms
  - a. Schedule of Participation DBD 101
  - b. Letter of Intent DBD 102
  - c. Certificate of Unavailability DBD 103
  - d. Set-Aside List of Subcontractors DBD 104
  - e. Bid Preference DBD 105
  - f. Significant Utilization DBD 106
  - g. Monthly Utilization Report M-200
- 2. Project Worksheet
- 3. Certification List

## Name of Prime Contractor

This form should be completed by all BBE, and/or HBE and/or WBE subcontractors listed in the bid submittal at the time of bid submittal. The portion of the work to be performed by the BBE and/or HBE and/or WBE member of a joint venture is to be set forth in detail separately from the work to be performed by the non-BBE and/or non-HBE and/or non-WBE member of the joint venture.

[illegible]

**Check appropriate box(es) if Unavailability Certificates are or will be provided in lieu of or in addition to the Schedule of Participation to demonstrate the lack of availability.**

BBE	HBE	WBE

Name of CEO or President

bidders must submit Letters of Intent to the person or office to whom the bid was submitted by 4:00 p.m. on second business day following bid opening. Expenditures listed on a Schedule of Participation that are not firmed by a properly executed Letter of Intent shall not count toward the goal.

TRACT NAME:

TRACT NO.:

undersigned intends to perform the following work in connection with the above contract:

undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, the ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

Date \_\_\_\_\_

Title

BBE \_\_\_\_\_  
HBE \_\_\_\_\_  
WBE \_\_\_\_\_

DBD 102



**BLACK, HISPANIC AND WOMEN BUSINESS ENTERPRISE PROGRAM  
CERTIFICATE OF UNAVAILABILITY**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
certify that on

\_\_\_\_\_  
Date

\_\_\_\_\_  
I contacted the

\_\_\_\_\_  
BBE, HBE or WBE

\_\_\_\_\_  
I maintain a bid for work items to be performed on Miami-Dade County Contract No.

Work Items Sought	Form of bid sought (i.e. unit price, materials and labor, labor only, etc.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
BBE, HBE or WBE was offered the above opportunity to bid.

\_\_\_\_\_  
I am unavailable to perform the above work at the above specified time due to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I am aware that Miami-Dade County Administrative Orders provide that: "Any BBE and/or HBE and/or WBE that fails to maintain a minimum the lesser of three (3) or fifty percent (50%) of the available projects, in its primary certified trade, commodity or service area, during the certification year may be decertified or denied recertification."

\_\_\_\_\_  
Signature

\_\_\_\_\_  
DBD Certification Number

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Title

# SET-ASIDE LIST OF SUBCONTRACTORS

DBD reserves the right to require bidders at bid submission or thereafter to fill out this form. The portion of the work to be performed by the BBE, HBE or WBE member of a joint venture is to be set forth in detail separately from the work to be performed by the non-BBE, non-HBE and/or non-WBE member. Bidder shall identify the work to be provided by the bidder's own forces.

<b>Name of Bidder</b>	<b>Project Number</b>
<b>Location</b>	

[illegible]

**To be completed by the Bidder**

**I certify that the representations contained in this Set-Aside List of Subcontractors are to the best of my knowledge true and accurate.**

Signature	Date	Telephone
-----------	------	-----------

Print Name	Title
------------	-------

# BLACK, HISPANIC AND WOMEN BUSINESS ENTERPRISE PROGRAM BID PREFERENCE

Bidder's Name: \_\_\_\_\_

Certification Number, if any: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

Dollar Range of Bid	Check Appropriate Box			
	Bidder is a Certified BBE _____ HBE _____ WBE _____	Bidder Claims Significant Utilization of: BBEs _____ HBEs _____ WBEs _____	Bidder is a Joint Venture * BBE = >51% _____ HBE = >51% _____ WBE = >51% _____	Bidder is a Joint Venture * BBE = <51% _____ HBE = <51% _____ WBE = <51% _____
\$75,000	10.0%	7.50%	5.0%	3.75%
00<125,000	5.0%	3.75%	2.50%	1.25%
000<250,000	4.0%	3.00%	2.00%	1.00%
000<500,000	3.0%	2.25%	1.50%	0.75%
000<1,000,000	2.0%	1.50%	1.00%	0.50%
0,000<2000000	1.0%	0.75%	0.50%	0.25%

If bidder is claiming Significant Utilization attach DBD Form 106.

All joint ventures must be approved by DBD prior to bid submission.

# SIGNIFICANT UTILIZATION OF BLACK and/or HISPANIC and/or WOMEN BUSINESS ENTERPRISES

Applicable:    BBE \_\_\_\_\_ HBE \_\_\_\_\_ WBE \_\_\_\_\_

Contract Title: \_\_\_\_\_

Contract No.: \_\_\_\_\_

: \_\_\_\_\_

Purchases from subject firms not pursuant to any governmental race, gender or ethnic-conscious contract measures.

Purchases - Prior 24 Months

and/or HBE and/or WBE	Services Provided	Amount Expended	Contract Amount	Mo./Yr.

Totals	\$	\$
Bidder's total purchases of goods and services in prior 24 months	\$	\$
Bidder's total purchases of goods and services in Miami-Dade County in the prior 24 months	\$	\$

Describe your systematic efforts to eliminate discrimination against BBEs and/or HBEs and/or WBEs in your purchasing operations.  
Bidders may submit additional evidence in any reasonable manner that they believe demonstrates significant utilization.

Describe any systematic efforts to eliminate discrimination against BBEs and/or HBEs and/or WBEs in your purchasing operations.

Certify that the representations above are to the best of my knowledge true and accurate.

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

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[illegible][illegible]

WBE Subcontractor Goal	%	WBE Subcontractor Goal	%

Amount Requestioned for BBE Subcontractors this Period	\$ _____
Total Amount Requestioned for BBE Subcontractors to date	\$ _____
Amount Requestioned for HBE Subcontractors this Period	\$ _____
Total Amount Requestioned for HBE Subcontractors to date	\$ _____
Amount Requestioned for WBE Subcontractors this Period	\$ _____
Total Amount Requestioned for WBE Subcontractors to date	\$ _____

[illegible]

Telephone \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_



Dept. of Business Development  
Project Worksheet

Contract Title: AIRPORT PASSENGER AND BAGGAGE ASSISTANCE (SIC 73)  
Contract No: RFP NO. MDAD 01-03  
Funding Source: GENERAL (FOR THREE (3) YEARS)  
RC Date: 06/11/2003  
Item No: 2-01  
Submitted Date: 08/21/2002  
Resubmission Date(s): 03/12/2003, 03/26/2003  
Submitted Cost of Project/Bid: \$426,753.00  
Description of Project/Bid: TO ESTABLISH A MANAGEMENT AGREEMENT CONTRACT TO PERFORM PORTER SERVICE DUTIES, AS DESIGNATED, BY THE AIRPORT. THIS AGREEMENT WILL BE ON A YEAR TO YEAR BASIS, NOT TO EXCEED TEN (10) YEARS. RESPONSIBILITIES TO INCLUDE, BUT NOT LIMITED TO, LOADING OF BAGGAGE ONTO DEPARTMENT CONVEYORS, ARRANGEMENT OF BAGGAGE IN AN ORDERLY MANNER ON THE BAGGAGE CLAIM DEVICES, ASSIST PASSENGER CONVENIENCE BAGGAGE CARTS WITHIN THE CUSTOMS ENCLOSURE, PROCESS ALL BAGGAGE AND BAGGAGE CONTAINERS TO INCLUDE DOMESTIC AND INTERNATIONAL FLIGHTS, ASSIST PASSENGERS WITH BAGGAGE, ETC. THIS CONTRACT REQUIRES A BID GUARANTY OF \$2000.00 AND A PERFORMANCE BONDING OF \$25,000.

Contract to Services Recommendation

Measure	Program	Goal Percent
Set Aside	BBE	100.00%

Reasons for Recommendation

The contract estimated \$ amount is 24,910,510, and the Management fee is \$426,753.  
This project was resubmitted due to change of Project # from: MDAD-01-02 to MDAD-01-03.  
This project meets all the criteria set forth in A.O. #3-3, VII B. (3 BBEs certified firms)  
No Participation Goals for HBE and WBE  
SIC 73 Business Services.  
NAICS 81299 All Other Personal Services.

Analysis for Recommendation from Bid Only

Trade	Cat	Estimated Value	% of Items to Base Bid	Availability
All Other Personal Services	BBE	\$426,753.00	100.00%	3
Total		\$426,753.00	100.00%	3

Living Wages: YES ☒ NO ☐

Responsible Wages: YES ☐ NO ☒

Ordinance 90-143 is applicable to all construction projects over \$100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION

Set Aside ☒ Level 1 \_\_\_\_\_ Level 2 \_\_\_\_\_ Level 3 \_\_\_\_\_

Trade Set Aside (MCC) \_\_\_\_\_ Goal \_\_\_\_\_ Bid Preference \_\_\_\_\_

No Measure \_\_\_\_\_ Deferred ☒ Selection Factor \_\_\_\_\_

Chairperson, Review Committee

Date

County Manager

Date

EXHIBIT I

SURETY PERFORMANCE BOND

## EXHIBIT I

### SURETY PERFORMANCE BOND

By this Bond, We \_\_\_\_\_, as Principal, whose principal business address is \_\_\_\_\_, as Management under the agreement dated \_\_\_\_\_, 20 \_\_\_\_, between Principal and Miami-Dade County for the provision of Airport Passenger and Baggage Assistance under RFP No. MDAD-01-03 (herein after referred to as "Agreement") the terms of which Agreement are incorporated by reference in its entirety into this Bond and \_\_\_\_\_, a corporation, whose principal business address is \_\_\_\_\_ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of Twenty-five Thousand Dollars (U.S. dollars) \$25,000, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the work under the Agreement, said Agreement being made a part of this bond by reference, and in the times and in the manner prescribed in the Agreement; and
2. Pays County all losses, damages, including damages for expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Agreement; and
3. Performs the guarantee of all work furnished under the Agreement for the time specified in the Agreement;

then this bond is void; otherwise it remains in full force.

Surety specifically assumes liability for any and all damages arising from Principal's default of the Agreement.

Any changes in or under the Agreement and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect Surety's obligation under this Bond.

This Bond shall remain in full force and effect for the term of the Agreement by which Principal guarantees to perform all the work under the Agreement, which was not performed according to the terms of the Agreement.

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**SURETY PERFORMANCE BOND (Cont'd)**

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

MANAGEMENT

\_\_\_\_\_  
(Management Name)

BY:

\_\_\_\_\_  
(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT  
FLORIDA AGENT OF SURETY:

SURETY:

\_\_\_\_\_  
(Copy of Agent's current  
Identification Card as issued by  
State of Florida Insurance Commissioner must be attached) By: \_\_\_\_\_

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

**EXHIBIT J**

**AIRPORT CUSTOMS SECURITY AREA BOND**

EXHIBIT J

CODE OF FEDERAL REGULATIONS  
TITLE 19-CUSTOMS DUTIES  
CHAPTER I-UNITED STATES CUSTOMS  
SERVICE, DEPARTMENT OF THE  
TREASURY

PART 113-CUSTOMS BONDS  
Current through October 1, 2002, 67 FR 61757

Appendix A to Part 113-Airport Customs Security  
Area Bond

Airport Customs Security Area Bond

\_\_\_\_\_  
\_\_\_\_\_  
(name of principal)

of \_\_\_\_\_

and \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(name of surety)

of \_\_\_\_\_

are held and firmly bound unto the United States of  
America in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_),  
for the payment of which we bind ourselves, our  
heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by these  
presents.

WITNESS our hands and seals this \_\_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_\_.

WHEREAS, the principal (including the principal's  
employees, agents and contractors) desires access

to Customs airports security areas located at \_\_\_\_\_  
Airport during the period of one year beginning on

the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, and ending on  
the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, both dates  
inclusive.

Now, Therefore, the Conditions of this Obligation is  
Such That -

The principal agrees to comply with the Customs  
Regulations application to Customs security areas at  
airports.

If the principal defaults on the conditions of this  
obligation, the principal and surety jointly and  
severally, agree to pay liquidated damages of  
\$1,000 for each default or such other amount as  
may be authorized by law or regulation

Signed, Sealed, and Delivered in the Presence of—

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Name

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Name

Address

Principal (SEAL)

Copr. © West 2002 No Claim to Orig. U.S. Govt. Works

Address

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---

Name

[53 FR 29230, Aug. 3, 1988, 54 FR 10536, March  
14, 1989]

Address

<General Materials (GM) – References,  
Annotations, or Tables>

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Name

19 CFR Pt. 113 App. A

19 C.F.R. Pt. 113 App. A

END OF DOCUMENT

Address

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---

---

Name

Address

Surety (SEAL)

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---

---

Name

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## APPENDIX E

### MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS AND CERTIFICATIONS

APPENDIX E

MIAMI-DADE COUNTY

MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION  
AFFIDAVITS

(Submittal with Proposal Required)

This sworn statement is submitted with the Proposal/Bid for:

Project Title: AIRPORT PASSENGER & BAGGAGE ASSISTANCE.

Project Number MDAD-01-03.

COUNTY OF DADE

STATE OF FLORIDA.

Before me the undersigned authority appeared, NEVILLE JENNINGS (Print Name)  
who is personally known to me or who has provided \_\_\_\_\_  
as identification and who did (did not) take an oath, and who stated:

That he is the duly authorized representative of

N.K. ENTERPRISES Inc.

(Name of Proposer/Bidder)

13700 N.W. 19th. AVE. #2. CPA LOCKA. FLORIDA 33054.

(Address of Proposer/Bidder)

hereinafter referred to as the contracting entity being its

PRESIDENT.

(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these three affidavits and say as follows.

**AFFIDAVIT NO. 1**  
**SWORN STATEMENT UNDER SECTION 287.133(3)(a),**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- 1 A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES (Cont'd)**

public entity crime subsequent to July 1, 1989, **AND** [Please indicate which additional statement applies.]

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

\_\_\_\_\_ The person or affiliate has not been placed on convicted vendor list. [Please describe any action taken by or pending with the Florida Department of General Services.]

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**AFFIDAVIT NO. 2**

**MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT  
PURSUANT TO ORDINANCE 93-129**

Bidder or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami- Dade County. ✓

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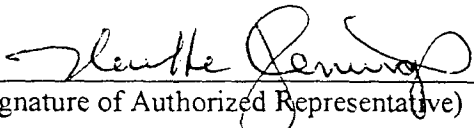
**AFFIDAVIT NO. 3  
CRIMINAL RECORD AFFIDAVIT**

Above named proposer/bidder, as of the date of proposal/bid submission:

☒ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

☐ has been convicted of a felony during the past ten (10) years, or as of the date of bid submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

This single execution shall have the same force and effect as if each of the above three affidavits had been individually executed.

  
(Signature of Authorized Representative)

PRESIDENT.

Title

Date

STATE OF: FLORIDA

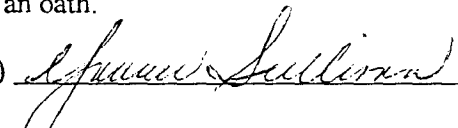
COUNTY OF: DADE.

The following instrument was acknowledged before me this 6th day of AUGUST, 2003

by NEVILLE JENNINGS  
(Authorized Representative)

of N+K ENTERPRISES Inc.  
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as PERSONALLY KNOWN identification and who did/did not take an oath.

(Signature of Notary) 

(Print Name) YVONNE SULLIVAN

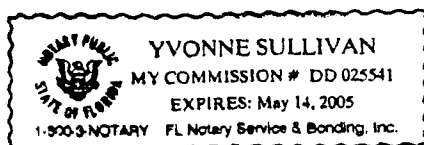
Notary Commission Number: 025541

My Commission Expires: MAY 14, 2005

Notary Stamp or Seal:

5 of 23

Appendix E  
Affidavits



AFFIDAVIT NO. 4

CURRENT IN OBLIGATIONS TO THE COUNTY AFFIDAVIT

Project No.: MDAD-CI-C3 Date:

Project Title: AIRPORT Passenger + Baggage Assistance

STATE OF FLORIDA)

SS

COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared: NEVILLE JENNINGS after being first duly sworn, upon oath deposes and says that he is an authorized representative of:

N+K ENTERPRISES Inc.  
(Legal name, Corporation, Partnership, Firm, Individual)

(hereinafter called Bidder) located at 13700 N.W. 19th Ave. #2, Lpa Locka, FL 33054  
(address, city, state)

Above named Bidder verifies that the individual or entity is current in its obligations to the County and is not otherwise in default of any County contract.

Witness:

[Signature]  
(Signature)

By

[Signature]  
(Signature)

Witness:

[Signature]  
(Signature)

NEVILLE JENNINGS, PRESIDENT  
(Legal Name and Title)

The foregoing instrument was acknowledged before me this 6th day of AUGUST, 2003

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by: N/A

FOR A CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

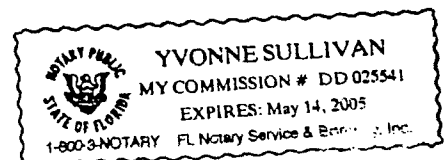
by: NEVILLE JENNINGS Having the title of  
( ) a PRESIDENT corporation ( ) partnership ( ) joint venture  
He/She is ( ☒ ) personally known to me, or  
( ) has produced PERSONAL KNOW As identification.

Notary Seal: Notary Signature:

[Signature]

Type or print name:

YVONNE SULLIVAN



**AFFIDAVIT NO. 5**  
**CONTRACTOR'S DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY**

Project No.: MDAD-C1-03 Date:

Project Title: AIRPORT PASSENGER + Baggage Assistance.

STATE OF FLORIDA)

SS

COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared: NEVILLE JENNINGS. after being first dully sworn, upon oath deposes and says that he is an authorized representative of:

N+K ENTERPRISES Inc

(Legal name, Corporation, Partnership, Firm, Individual)

(hereinafter called Bidder) located at 13700 N.W. 19th Ave #2. Opa Locka, FL. 33054.  
(address, city, state)

STATE OF FLORIDA)

SS

COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared: NEVILLE JENNINGS after being first dully sworn, upon oath deposes and says that he is an authorized representative of:

N+K ENTERPRISES Inc.

(Legal name, Corporation, Partnership, Firm, Individual)

(hereinafter called Bidder) located at 13700 N.W. 19th Ave #2. Opa Locka, FL. 33054.  
(address, city, state)

CONTRACTOR'S DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY

PART I

That the information given herein and in the documents attached hereto is true and correct.

1. The full legal name and business address\* of the person or entity (Contractor) contracting or transacting business with Miami-Dade County is:

N-K. ENTERPRISES Inc.

13700 N.W. 19th Ave. #2, Opa Locka, Florida 33054.

2. If the contract or business transaction is with a Corporation\*\*, provide the full legal name and business address\* and title for each officer.

NEALE JENNINGS: V. PRESIDENT. 13700 N.W. 19th Ave. #2, Opa Locka, 33054.

NEVILLE JENNINGS: PRESIDENT. 13700 N.W. 19th Ave. #2, Opa Locka, 33054.

KATHLEEN JENNINGS: Sec/Treas. 13700 N.W. 19th Ave. #2, Opa Locka, 33054

3. If the contract or business transaction is with a Corporation\*\*, provide the full legal name and business address\* for each director.

NEVILLE JENNINGS: 13700 N.W. 19th Ave. #2, Opa Locka, 33054.

KATHLEEN JENNINGS: 13700 N.W. 19th Ave. #2, Opa Locka, 33054.

4. If the contract or business transaction is with a Corporation\*\*, provide the full legal name and business address\* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage.

NEVILLE JENNINGS: 13700 N.W. 19th Ave. #2, Opa Locka, 33054. 50%

KATHLEEN JENNINGS: 13700 N.W. 19th Ave. #2, Opa Locka, 33054. 50%

**CONTRACTOR'S DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY**  
**PART I (Cont'd)**

5. If the contract or business transaction is with a Trust, provide the full legal name and address\* for each trustee and each beneficiary. All such names and addresses are:

N/A

6. The full legal name and business addresses\* of any other individuals (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

N/A.

7. If a Corporate Joint Venture, list the names and titles of the Officers of the Corporate Members of the Joint Venture:

(a) President: \_\_\_\_\_  
Vice-Pres: \_\_\_\_\_  
Secretary: \_\_\_\_\_

(b) President: \_\_\_\_\_  
Vice-Pres: \_\_\_\_\_  
Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Treasurer: \_\_\_\_\_

8. If a Non-Corporate Partnership or Joint Venture, list the names of the Principals of the Non-Corporate Partnership or Joint Venture:

(c) \_\_\_\_\_  
(Name) N/A

(d) \_\_\_\_\_  
(Name) N/A

(c) \_\_\_\_\_  
(Title)

(d) \_\_\_\_\_  
(Title)

9. State whether the person or entity (Contractor) contracting or transacting business with Miami-Dade County has a collective bargaining agreement with its employees (Yes/No):

10. Attach a list of the health care benefits to be paid to employees performing work under this Contract.

11. Attach a list reflecting the current breakdown of the Contractor's work force and ownership as to race, national origin, and gender.

(CONTRACTOR: ADD EXTRA SHEETS IF NEEDED)

Post Office Box addresses not acceptable.

\*\* If a Joint Venture, list this information for each member of the Joint Venture

APPENDIX E PART I

10. LIST OF CURRENT HEALTH CARE BENEFITS OFFERED TO N & K EMPLOYEES TO BE OFFERED TO THE EMPLOYEES COVERED BY RFP No. MDAD-01-03 (INSURANCE PLANS ARE UP FOR RENEWAL 10/1/03). THE TOTAL INSURANCE COST = \$225.33, IN ACCORDANCE WITH THE CURRENT MIAMI-DADE COUNTY LIVING WAGE ORDINANCE.

A. HEALTH INSURANCE- SEE ATTACHED JMH HEALTH PLAN HMO BENEFITS PAGE  
B. DENTAL INSURANCE- SEE ATTACHED SAFEGUARD DENTAL PLAN BENEFITS PAGE

# Benefit Summary

Miami-Dade and Public Health Trust Employee Group



1801 NW 9th Avenue, Suite 700  
Miami, FL 33136  
(305) 575-3700 1-800-721-2993

Benefit Summary 2/02

SERVICES	BENEFITS	COVERAGE	COST
Hospital Care	Authorized Inpatient Care .....	100% coverage	No co-payment
	Maternity Care - Hospital/Birth Center .....	100% coverage	No co-payment
	Transplant Coverage..... excludes experimental / investigative	100% coverage	No co-payment
Outpatient Services	Maternity Care - Physician.....	100% coverage	\$10.00 co-payment
	Primary Care / Preventive Care Visit .....	100% coverage	\$10.00 co-payment
	Specialist Office Visit.....	100% coverage	\$10.00 co-payment
	Surgical Care in Provider's Office.....	100% coverage	No co-payment
	Surgical Care in Outpatient Facility.....	100% coverage	No co-payment
	Outpatient Facility Care .....	100% coverage	No co-payment
	Short Term Physical, Speech, Occupational Therapy.....	100% coverage limited to 60 day period	\$10.00 co-payment
	Chiropractic and Podiatric Services self referred up to 3 visits.....	100% coverage 30 visits per contract year	\$10.00 co-payment
	Dermatology Services self referred up to 5 visits.....	100% coverage	\$10.00 co-payment
	Gynecology (no authorization required for initial visit).....	100% coverage	\$10.00 co-payment
Emergency Care Services	Hospital Emergency Room.....	100% coverage	\$50.00 co-payment
	Ambulance.....	100% coverage	No co-payment
	Emergency Care in Provider's Office .....	100% coverage	No co-payment
Ancillary Care Services	Home Health Care*.....	100% coverage limited to 40 visits per contract year	No co-payment
	Skilled Nursing Facility *.....	100% coverage limited to 60 days per contract year	No co-payment
	Hospice *.....	100% coverage	No co-payment
	Durable Medical Equipment / Prosthetic and Orthotic Devices *co-pay applicable for DME/Devices over \$100 \$500.00 maximum per calendar year.....	100% coverage	\$25.00 co-payment*
	Chemotherapy / Radiation *..... excludes experimental / investigative therapies	100% coverage	No co-payment
	Diagnostic X-Ray, Laboratory and Tests .....	100% coverage	No co-payment
	*All above services must be pre-authorized by JMH HP		
	Per Person Prescription Generic .....	100% coverage	\$7.00 co-payment
	Per Person Prescription Preferred Brand Name.....	100% coverage	\$20.00 co-payment
Prescription Drug Rider	Per Person Prescription Non-Preferred Brand Name.....	100% coverage	\$35.00 co-payment
	Maintenance Drugs (3 months or 100 day supply)	100% coverage	3X's co-payment
	Mail Order (3 month supply)	100% coverage	Two X's co-payment
Behavioral Health Substance Abuse	Substance Abuse - Inpatient .....	100% coverage 30 days per contract year	No co-payment
	Substance Abuse - Outpatient.....	100% coverage 30 visits per contract year	\$10.00 co-payment
	Mental Health - Inpatient.....	100% coverage 30 days per contract year	No co-payment
	Mental Health - Outpatient.....	100% coverage 30 visits per contract year	\$10.00 co-payment
Vision Benefits	Regular Eye Exam.....	100% coverage	No co-payment
	Frames.....	100% coverage for select frames (\$34 credit toward non-select frames)	\$10.00 co-payment

The preceding description of services is an overview. Actual coverage and benefits are subject to the exclusions and limitations described in the Master Policy and Certificate of Coverage.



# SG245 Schedule of Benefits

This Schedule contains the benefits and member co-payments for the SafeGuard Dental HMO plan. Also included are the Exclusions and limitations for this plan as well as dental terminology definitions that explain some of the language used. Please consult your Evidence of Coverage booklet for more information on how to access your benefits and, if you have any questions about your plan, contact our Member Services Department at (800) 880-1800.

## Glossary of Terms

**Bridges:** The replacement of missing teeth with fixed replacements including the crowns on either side of the space.

**Crowns:** Restorations that cover the remaining tooth structure to strengthen the tooth and replace lost tooth structure. Crowns are made in a variety of materials including metals, porcelain, and porcelain with metal.

**Diagnostic Treatment:** Evaluation of a patient's dental needs based on observation, examination, x-rays and other tests. The diagnosis is then linked to treatment plan for the patient.

**Endodontics:** Procedures that treat the diseased "inside" of the tooth, nerve and eliminate any infection which may be present. Following endodontic (root canal) treatment, a crown is usually needed to strengthen the weakened tooth.

**Oral Surgery:** Surgery to remove teeth, reshape portions of the bone in the mouth, or biopsy suspect areas of the mouth.

**Orthodontics:** Braces and other procedures to straighten the teeth.

**Periodontics:** Procedures related to treatment of the supporting structures of the teeth (gums, underlying bone) including scaling beneath the gum and sometimes surgery to allow for a healthy environment to retain the teeth.

**Preventive Services:** This category includes dental cleanings; oral hygiene instructions to promote good home care and prevent dental disease; and fluoride application to strengthen teeth.

**Prosthodontics:** Procedures related to the replacement of teeth with removable appliances like dentures or partial dentures.

**Restorative Treatment:** These procedures restore teeth to normal form and function and are usually comprised of materials that are metal (dental amalgam) as well as white, tooth colored materials (resin).

NOTE: \$0 = No Charge

Code	Service	Member Copayment
<b>Diagnostic Treatment</b>		
120	Periodic oral evaluation	\$0
140	Limited oral evaluation - problem focused	\$5
150	Comprehensive oral evaluation (incl. perio screening psr)	\$0
9491	Office visit fee - per visit	\$5
210	X-rays intraoral - complete series - incl. bitewings (once every 3 years)	\$0
220	X-rays intraoral - periapical - first film	\$0
230	X-rays intraoral - periapical - each additional film	\$0
240	X-rays intraoral - occlusal film	\$0
250	X-rays extraoral - first film	\$0
260	X-rays extraoral - each additional film	\$0
270	X-rays bitewing - single film	\$0
272	X-rays bitewings - two films	\$0
274	X-rays bitewings - four films	\$0
330	X-rays panoramic film	\$0
460	Pulp vitality tests	\$0
470	Diagnostic casts	\$0

## Preventive Services

*Procedures identified with an asterisk (\*) are limited to twice a year, unless medically necessary.*

1110	Prophylaxis- adult*	\$0
1120	Prophylaxis- child*	\$0
1201	Topical application of fluoride (incl. prophylaxis) - child*	\$0
1203	Topical application of fluoride (excl. prophylaxis) - child*	\$0
1204	Topical application of fluoride (excl. prophylaxis) - adult*	\$0
1205	Topical application of fluoride (incl. prophylaxis) - adult*	\$0
1330	Oral hygiene instructions	\$0
1351	Sealant - per tooth	\$5
1510	Space maintainer - fixed - unilateral	\$65
1515	Space maintainer - fixed - bilateral	\$65
1520	Space maintainer - removable - unilateral	\$80
1525	Space maintainer - removable - bilateral	\$80
1550	Recementation of space maintainer	\$15

## Restorative Treatment

2110	Amalgam - one surface, primary	\$0
2120	Amalgam - two surfaces, primary	\$0
2130	Amalgam - three surfaces, primary	\$0
2131	Amalgam - four or more surfaces, primary	\$0
2140	Amalgam - one surface, permanent	\$0
2150	Amalgam - two surfaces, permanent	\$0
2160	Amalgam - three surfaces, permanent	\$0
2161	Amalgam - four or more surfaces, permanent	\$0
2330	Resin - one surface, anterior	\$25
2331	Resin - two surfaces, anterior	\$35
2332	Resin - three surfaces, anterior	\$50
2335	Resin - four or more surfaces or involving incisal angle, anterior	\$70
2336	Composite resin crown, anterior - primary	\$60

**SafeGuard**

Code	Service	Member Copayment
2380	Resin - one surface, posterior - primary	\$15
2381	Resin - two surfaces, posterior - primary	\$20
2382	Resin - three or more surfaces, posterior - primary	\$45
2385	Resin - one surface, posterior - permanent	\$65
2386	Resin - two surfaces, posterior - permanent	\$75
2387	Resin - three or more surfaces, posterior - permanent	\$85

**Crowns / Fixed Bridges - Per Unit****Crowns / Fixed Bridges - Per Unit**

- Replacement limit 1 every 5 years.
- Procedures identified by two asterisks (\*\*) involve the additional cost of noble/high noble metal.
- Cases involving 7 or more crowns and /or fixed bridge units in the same treatment plan require additional \$125 member fee per unit for all crown/bridge units in addition to copay.
- \$75 fee per crown/bridge unit above copay for porcelain on molars.

2510	Inlay - metallic - one surface**	\$225
2520	Inlay - metallic - two surfaces**	\$235
2530	Inlay - metallic - three or more surfaces**	\$245
2543	Onlay - metallic - three surfaces**	\$245
2544	Onlay - metallic - four or more surfaces**	\$260
2740	Crown porcelain/ceramic substrate	\$300
2750	Crown porcelain fused to high noble metal**	\$245
2751	Crown porcelain fused to predominantly base metal	\$245
2752	Crown porcelain fused to noble metal**	\$245
2780	Crown - 3/4 cast high noble metal**	\$245
2781	Crown - 3/4 cast predominantly base metal	\$245
2782	Crown - 3/4 cast noble metal**	\$245
2790	Crown full cast high noble metal**	\$245
2791	Crown full cast predominantly base metal	\$245
2792	Crown full cast noble metal**	\$245
2910	Recement inlay	\$15
2920	Recement crown	\$15
2930	Prefabricated stainless steel crown - primary tooth	\$40
2931	Prefabricated stainless steel crown - permanent tooth	\$40
2940	Sedative filling	\$10
2950	Core buildup, incl. any pins	\$70
2951	Pin retention-per tooth, in addition to restoration	\$15
2952	Cast post and core in addition to crown	\$85
2954	Prefabricated post and core in addition to crown	\$75
2955	Post removal (not in conj. with endo therapy)	\$40
6210	Pontic - cast high noble metal**	\$245
6211	Pontic - cast predominantly base metal	\$245
6212	Pontic - cast noble metal**	\$245
6240	Pontic - porcelain fused to high noble metal**	\$245
6241	Pontic - porcelain fused to predominantly base metal	\$245
6242	Pontic - porcelain fused to noble metal**	\$245
6750	Crown - porcelain fused to high noble metal*	\$245
6751	Crown - porcelain fused to predominantly base metal	\$245
6752	Crown - porcelain fused to noble metal**	\$245
6780	Crown - 3/4 cast high noble metal**	\$245
6790	Crown - full cast high noble metal**	\$245
6791	Crown - full cast predominantly base metal	\$245
6792	Crown - full cast noble metal**	\$245
6930	Recement bridge	\$15
6970	Cast post and core in addition to bridge retainer	\$85
6971	Cast post as part of bridge retainer	\$75
6972	Prefab. post and core in addition to bridge retainer	\$75
6973	Core build up for retainer, incl. any pins	\$70

Code	Service	Member Copayment
<b>Endodontics</b>		
3110	Pulp cap - direct (excl. final restoration)	\$10
3120	Pulp cap - indirect (excl. final restoration)	\$10
3220	Therapeutic pulpotomy	\$25
3230	Pulpal therapy with resorbable filling - primary anterior tooth	\$40
3240	Pulpal therapy with resorbable filling - primary posterior tooth	\$40
3310	Root canal - anterior, per tooth	\$110
3320	Root canal - bicuspid, per tooth	\$185
3330	Root canal - molar, per tooth	\$265
3346	Retreatment of root canal - anterior, per tooth	\$180
3347	Retreatment of root canal - bicuspid, per tooth	\$280
3348	Retreatment of root canal - molar, per tooth	\$325
3351	Apexification/recalcification - initial visit	\$90
3352	Apexification/recalcification - interim visit	\$90
3353	Apexification/recalcification - final visit	\$90
3410	Apicoectomy/periradicular surgery - anterior	\$100
3421	Apicoectomy/periradicular surgery - bicuspid, 1st root	\$100
3425	Apicoectomy/periradicular surgery - molar, 1st root	\$100
3426	Apicoectomy/periradicular surgery - each additional root	\$50
3430	Retrograde filling - per root	\$60
3450	Root amputation - per root	\$85
3920	Hemisection - incl. root removal (excl. root canal therapy)	\$85

**Periodontics**

4210	Gingivectomy/gingivoplasty - per quadrant	\$110
4240	Gingival flap procedure, incl. root planing - per quadrant	\$150
4249	Clinical crown lengthening - hard tissue	\$150
4260	Osseous surgery (incl. flap entry and closure) - per quadrant	\$300
4270	Pedicle soft tissue graft procedure	\$245
4271	Free soft tissue graft procedure (incl. donor site surgery)	\$245
4273	Subepithelial connective tissue graft procedure - (incl. donor site surgery)	\$300
4274	Distal or proximal wedge procedure - separate procedure	\$100
4341	Periodontal scaling and root planing - per quadrant	\$50
4355	Full mouth debridement	\$50
4381	Localized site - specific therapy	\$65
4910	Periodontal maintenance procedures - following active surgery (2 in a 12 month period)	\$40

**Removable Prosthodontics**

- Replacement limit 1 every 5 years.
- Procedures identified with three asterisks (\*\*\*) are limited to 1 every 24 months.
- Includes up to 3 adjustments within 6 months of delivery.

5110	Complete upper denture	\$325
5120	Complete lower denture	\$325
5130	Immediate upper denture	\$350
5140	Immediate lower denture	\$350
5211	Upper partial - resin base (incl. clasps, rests and teeth)	\$400
5212	Lower partial - resin base (incl. clasps, rests and teeth)	\$400

Code	Service	Member Copayment
5213	Upper partial - cast metal base with resin saddles (incl. clasps, rests and teeth)	\$425
5214	Lower partial - cast metal base with resin saddles (incl. clasps, rests and teeth)	\$425
5410	Adjust complete denture - upper	\$10
5411	Adjust complete denture - lower	\$10
5421	Adjust partial denture - upper	\$10
5422	Adjust partial denture - lower	\$10
5510	Repair broken complete denture base	\$35
5520	Replace missing or broken teeth	\$35
5610	Repair resin denture base	\$35
5620	Repair cast framework	\$35
5630	Repair or replace broken clasp	\$35
5640	Replace broken teeth - per tooth	\$35
5650	Add tooth to existing partial denture	\$35
5660	Add clasp to existing partial denture	\$35
5710	Rebase complete upper denture	\$75
5711	Rebase complete lower denture	\$75
5720	Rebase upper partial denture	\$75
5721	Rebase lower partial denture	\$75
5730	Reline complete upper denture (chairside)***	\$65
5731	Reline complete lower denture (chairside)***	\$65
5740	Reline upper partial denture (chairside)***	\$65
5741	Reline lower partial denture (chairside)***	\$65
5750	Reline complete upper denture (laboratory)***	\$85
5751	Reline complete lower denture (laboratory)***	\$85
5760	Reline upper partial denture (laboratory)***	\$85
5761	Reline lower partial denture (laboratory)***	\$85
5820	Interim partial denture - upper	\$175
5821	Interim partial denture - lower	\$175
5850	Tissue conditioning - upper	\$20
5851	Tissue conditioning - lower	\$20

#### Oral Surgery

- Includes routine - post operative visits / treatment.
- Surgical removal of impacted teeth - (not covered unless pathology [disease] exists).
- Surgical removal of wisdom tooth/third molar for orthodontic reasons only is not covered.

7110	Extraction - single tooth	\$5
7120	Extraction - each additional tooth	\$20
7130	Root removal- exposed roots	\$20
7210	Surgical removal of erupted tooth	\$30
7220	Extraction - removal of impacted tooth - soft tissue	\$50
7230	Extraction - removal of impacted tooth - partially bony	\$65
7240	Extraction - removal of impacted tooth - completely bony	\$80

Code	Service	Member Copayment
7241	Extraction - removal of impacted tooth - completely bony, with unusual surgical complications	\$100
7250	Surgical extraction - removal of residual tooth roots	\$40
7270	Tooth reimplantation and/or stabilization	\$50
7280	Surgical exposure of impacted unerupted tooth for orthodontic reasons	\$200
7285	Biopsy of oral tissue - hard	\$150
7286	Biopsy of oral tissue - soft	\$150
7310	Alveoloplasty in conjunction with extractions - per quadrant	\$40
7320	Alveoloplasty not in conjunction with extractions - per quadrant	\$60
7960	Frenectomy (frenectomy or frenotomy) - separate procedure	\$50
7971	Excision of pericoronal gingiva	\$40

#### Orthodontics

8660	Consultation	\$35
8999	Orthodontic treatment plan and records (pre/post x-rays, photos, study models)	\$250
8020	Limited orthodontic treatment of the transitional dentition (up to 24 months)	\$1000
8030	Limited orthodontic treatment of the adolescent dentition (up to 24 months)	\$1000
8040	Limited orthodontic treatment of the adult dentition (up to 24 months)	\$1000
8070	Comprehensive orthodontic treatment of the transitional dentition (full treatment case up to 24 months - incl. fixed/removable appliances)	\$1850
8080	Comprehensive orthodontic treatment of the adolescent dentition (full treatment case up to 24 months - incl. fixed/removable appliances)	\$1850
8090	Comprehensive orthodontic treatment of the adult dentition (full treatment case up to 24 months - incl. fixed/removable appliances)	\$1850
8680	Retention phase (incl. fee for fixed/removable retainers and monthly visits for 24 mos.)	\$300

#### Adjunctive General Services

9110	Palliative (emergency) treatment of dental pain - minor procedures	\$10
9215	Local anesthesia	\$0
9310	Consultation (diagnostic service provided by dentist other than practitioner providing treatment)	\$0
9430	Office visit for observation (during regularly scheduled hours)	\$5
9440	Office visit - after regularly scheduled hours	\$30
9630	Medicinal application/irrigation per visit	\$15
9951	Occlusal adjustment - limited	\$30
9952	Occlusal adjustment - complete	\$100
9999	Broken appointment (less than 24-hour notice)	\$20

## EXCLUSIONS AND LIMITATIONS

### Exclusions

1. Services performed by a general dentist or dentist whose practice is limited to providing Specialty Care, not contracted with SafeGuard without prior approval by SafeGuard, (except for out of area emergency services).
2. Any dental services, or appliances which are determined to be not reasonable and/or necessary for maintaining or improving the member's dental health, as determined by the SafeGuard Selected General Dentist.
3. Any procedures not specifically listed as a covered benefit in the *Schedule of Benefits*.
4. Dental procedures or services performed solely for cosmetic purposes or solely for appearance.
5. Orthognathic surgery.
6. General anesthesia or intravenous sedation.
7. Any inpatient/outpatient hospital charges of any kind including dentist and/or physician charges, prescriptions or medications.
8. Replacement of dentures, crowns, appliances or bridgework that have been lost, stolen, or damaged due to abuse, misuse, or neglect.
9. Treatment of malignancies, cysts, or neoplasms.
10. Procedures, appliances, or restorations whose main purpose is to change the vertical dimension of occlusion, correct congenital, developmental, or medically induced dental disorders including, but not limited to treatment of myofunctional, myoskeletal, or temporomandibular joint disorders unless otherwise specified as an orthodontic benefit on the *Schedule of Benefits*.
11. Dental implants and services associated with the placement of implants, prosthodontic restoration of dental implants, and specialized implant maintenance services.
12. Precision attachments.
13. Dental procedures initiated prior to the member's eligibility under this Plan or started after the member's termination from the Plan.
14. Dental services provided for or paid by a federal or state government agency or authority, political subdivision, or other public program other than Medicaid or Medicare.
15. Dental services required while serving in the Armed Forces of any country or international authority or relating to a declared or undeclared war or acts of war.
16. Services considered unnecessary or experimental in nature.
17. Dental procedures or appliances for minor tooth guidance or for the control of harmful habits such as thumb sucking and tongue thrusting.
18. Any dental procedure or treatment unable to be performed in the dental office due to the general health or physical limitations of the member including, but not limited to physical or emotional resistance, inability to visit the dental office, or allergy to commonly utilized local anesthetics.
19. Dental services relating to injuries which are self-inflicted.

### Limitations

1. Procedures identified by \* are limited to twice a year unless medically necessary.
2. Procedures identified by \*\* involve the additional cost of noble/high noble metal.

3. Procedures identified by \*\*\* are limited to one every twenty four (24) months.
4. Full-mouth X-rays: Once every three (3) years unless medically necessary.
5. Dentures (full or partial): Replacement only after five (5) years have elapsed following any prior provision of such dentures under a SafeGuard Benefit Plan. Replacements will be a benefit only if the existing denture is unsatisfactory and can not be made satisfactory as determined by the SafeGuard contracted general dentist.
6. Sealants: Plan benefit applies to primary and permanent molar teeth, within four (4) years of eruption.
7. Replacement of any crowns or fixed bridges (per unit) are limited to once every five (5) years.
8. Cases involving seven (7) or more crowns and/or fixed bridge units in the same treatment plan require additional \$125 copayment per unit in addition to copayment for each crown/bridge unit.
9. There is a \$75 copayment per crown/bridge unit in addition to regular copayments for porcelain on molars.
10. Surgical removal of wisdom teeth/third molar for orthodontic reasons only is not a covered benefit.
11. Delivery of removable prosthodontics includes up to three (3) adjustments within six (6) months of delivery date of service.
12. Surgical removal of impacted teeth is not a covered benefit unless pathology [disease] exists.
13. The copayments listed for endodontic procedures do not include the cost of final restoration.

### Orthodontic Exclusions & Limitations

1. Orthodontic treatment must be provided by a SafeGuard Selected General Dentist or contracted dentist whose practice is limited to providing Specialty Care in order for the copayments listed in the *Schedule of Benefits* to apply.
2. Plan benefits shall cover twenty-four (24) months of usual and customary orthodontic treatment and an additional twenty-four (24) months of retention. Treatment extending beyond such time periods will be subject to a per-office-visit charge of \$25 dollars.
3. The following are not included as orthodontic benefits:
  - A. Repair or replacement of lost or broken appliances;
  - B. Retreatment of orthodontic cases;
  - C. Treatment in progress at inception of eligibility;
  - D. Interceptive or phase I orthodontics;
  - E. Changes in treatment necessitated by an accident;
  - F. Treatment involving:
    - 1.) Maxillo-facial surgery, myofunctional therapy, cleft palate, micrognathia, macroglossia;
    - 2.) Hormonal imbalances or other factors affecting growth or developmental abnormalities;
    - 3.) Treatment related to temporomandibular joint disorders;
    - 4.) Lingually placed direct bonded appliances and arch wires ("invisible braces"); and
    - 5.) Functional appliances that are used in conjunction with fixed appliances.
4. The retention phase of treatment shall include the construction, placement, and adjustment of retainers.

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[illegible]

# CONTRACTOR'S DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY PART II

LIST ALL CONSTRUCTION CONTRACTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG. CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
------------------	------------------------------------	---------------------------	----------------------------

=====

=

(1)

_____	\$ _____	\$ _____	_____ %
-------	----------	----------	---------

Summary of  
Construction  
Work performed

TV / A

Litigation  
Arising out  
of Contract

N / A

=====

=

(2)

_____	\$ _____	\$ _____	_____ %
-------	----------	----------	---------

Summary of  
Construction  
Work performed

N / A

Litigation  
Arising out  
of Contract

CONTRACTOR'S DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART II (Cont'd)

(3)

	\$ _____	\$ _____	% _____
Summary of Construction Work performed	N/A		
Litigation Arising out of Contract			

=====

= (4)

	\$ _____	\$ _____	% _____
Summary of Construction Work performed	N/A		
Litigation Arising out of Contract			
	N/A		

=====

=

(CONTRACTOR: ADD EXTRA SHEET(S) IF NEEDED.)

CONTRACTOR'S DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY

PART III

A. How long has firm been in business? 17 Yrs.

B. Has the firm, or the principals of the firm, ever done business under another name or with another firm? No  
If so, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

C. List firm's private sector business for the last five (5) years:

<u>NAME OF CLIENT</u>	<u>DESCRIPTIVE TITLE OF PROJECT</u>
(1) <u>Tri County Comm. Rail Authority.</u>	<u>Station + Facility Maintenance.</u>
(2) <u>City of Miami, Dtl. Library.</u>	<u>Sanitorial Maintenance.</u>
(3) <u>HAZEL Crawford Ctr. (NMB)</u>	<u>Sanitorial Services.</u>
(4) <u>Logan Mailing Center</u>	<u>Sanitorial Services.</u>
(5) <u>Uleta Center (NMB)</u>	<u>Sanitorial Services.</u>

(CONTRACTOR: ADD EXTRA SHEET(S) IF NEEDED.)



Witness: [Signature]  
(Signature)

By [Signature]  
(Signature)

Witness: [Signature]  
(Signature)

NEVILLE JENNINGS President.  
(Legal Name and Title)

The foregoing instrument was acknowledged before me this 10th day of AUGUST, 2003

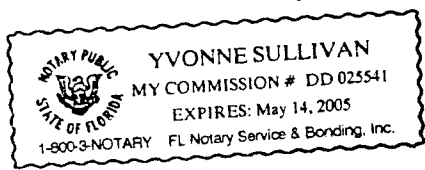
FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by: N/A.

FOR A CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

by: NEVILLE JENNINGS Having the title of  
(☒) a PRESIDENT corporation ( ) partnership ( ) joint venture  
He/She is (☒) personally known to me, or  
( ) has produced \_\_\_\_\_ As identification.

Notary Seal: Notary Signature: [Signature] Type or print name: YVONNE SULLIVAN



AFFIDAVIT NO. 6  
CODE OF BUSINESS ETHICS AFFIDAVIT

Project No.: MBAD-01-03 Date:

Project Title: AIRPORT PASSENGER + Baggage Assistance.

STATE OF FLORIDA)

SS

COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared: NEVILLE JENNINGS after being first dully sworn, upon oath deposes and says that he is an authorized representative of:

N+K ENTERPRISES Inc.

(Legal name, Corporation, Partnership, Firm, Individual)

(hereinafter called Bidder) located at 13700 N.W. 19th. Ave. #2. Opa-locka. FL. 33054.  
(address, city, state)

The above named entity has adopted a Business Code of Ethics that complies with the requirements of Section 1 of Ordinance No. 01-96.

The above named entity hereby affirms its understanding that its failure comply with its Code of Business Ethics shall render any contract between it and the County voidable, and subject it to debarment from future County work pursuant to section 10-38(h)(2) of the Code of Miami-Dade County. The Inspector General shall be authorized to investigate any alleged violation by a contractor of its Code of Business Ethics. Nothing contained herein shall be construed to limit the powers and duties of the Inspector General as stated in other sections of the Code of Miami-Dade County.

Witness:

Yvonne Sullivan  
(Signature)

By

Neville Jennings  
(Signature)

Witness:

Damon Brown  
(Signature)

NEVILLE JENNINGS. PRESIDENT.  
(Legal Name and Title)

The foregoing instrument was acknowledged before me this 6th day of AUGUST, 2003

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by: N/A

FOR A CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

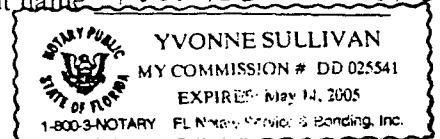
by: NEVILLE JENNINGS. Having the title of ✓  
(✓) PRESIDENT. corporation ( ) partnership ( ) joint venture  
(He/She is (✓) personally known to me, or  
( ) has produced \_\_\_\_\_ As identification.

Notary Seal: Notary Signature:

Yvonne Sullivan

Type or print name:

YVONNE SULLIVAN



AFFIDAVIT NO. 7B

AFFIRMATIVE ACTION PLAN/PROCUREMENT EXEMPTION AFFIDAVIT

Project No.: MDAD-01-03 Date:

Project Title: AIRPORT Passenger & Baggage Assistance.

STATE OF FLORIDA)

SS

COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared: NEVILLE JENNINGS after being first dully sworn, upon oath deposes and says that he is an authorized representative of:

N+K ENTERPRISES Inc.

(Legal name, Corporation, Partnership, Firm, Individual)

hereinafter called Bidder) located at 13700 N.W. 19th Ave. #2. Doral FL. 33054

(address, city, state)

and, that said bidder or respondent has a Board of Directors which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said bidder or respondent has a current Board of Directors Disclosure form as required by Ordinance 98-30, processed and approved for filing with Miami-Dade County Department of Business Development (DID) under File No. \_\_\_\_\_ and the expiration date of \_\_\_\_\_

Witness:

Yvonne Sullivan  
(Signature)

By Neville Jennings  
(Signature)

Witness:

Darren Brown  
(Signature)

NEVILLE JENNINGS. PRESIDENT.  
(Legal Name and Title)

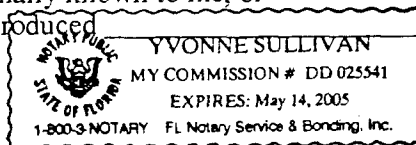
The foregoing instrument was acknowledged before me this 6th day of AUGUST 2003

FOR A CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

by: NEVILLE JENNINGS. Having the title of PRESIDENT.  
(☒) a \_\_\_\_\_ corporation ( ) partnership ( ) joint venture

He/She is (☒) personally known to me, or  
( ) has produced \_\_\_\_\_ As identification.

Notary Seal:



Notary Signature: Yvonne Sullivan

Type or print name: YVONNE SULLIVAN

Please note:

Ordinance 82-37 requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Ordinance 98-30 requires firms with annual gross revenues in excess of five (5) million dollars have an affirmative action plan/procurement policy on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt.

For Questions regarding these requirements contact the Department of Business Development at (305) 523-2100

This affidavit must be properly executed by the bidder and included in the proposal/bid

# SUBCONTRACTOR/SUPPLIER LISTING (Ordinance 00-30)

Firm Name of Prime Contractor/Respondent: NKK Enterprises Inc. Project No. MDAD-01-03  
 Project Name: Airport Runway & Baggage Caisson/Access

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor Dollar Amount	(Principal Owner) Gender Race
<u>NONE</u>	<u>/</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>No Subs.</u>		<u>No Subs.</u>	<u>No Subs.</u>	
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Supplier Dollar Amount	(Principal Owner) Gender Race
<u>NKK Enterprises Inc.</u>				
<u>13700 N.W. 19th Ave. #2.</u>		<u>/</u>		
<u>Wpa Locka Rd. 33054.</u>				

I certify that the certifications contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Neville Jennings President 8/11/03  
 Prime Contractor/Respondent Signature Print Name Date

(Duplicate if additional space is needed)

MIAMI-DADE COUNTY

MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION  
CONDITION OF AWARD CERTIFICATIONS

This sworn statement is submitted for:

Project Title Airport Passenger + Baggage Assistance.

Project Number MDAD-CI-C3

COUNTY OF DADE

STATE OF FLORIDA.

Before me the undersigned authority appeared NEVILLE JENNINGS (Print Name),  
who is personally known to me or who has provided  
as identification and who did (did not) take an oath, and who stated:

That he is the duly authorized representative of

N.K. ENTERPRISES Inc.

(Name of Entity)

13700 N.W. 19th. Ave. #2- Opa Locka, FL. 33054.

(Address of Entity)

615-010171116191

Federal Employment Identification Number

hereinafter referred to as the contracting entity being its

PRESIDENT.

(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these five certifications/verifications and say as follows.

## DISABILITY NONDISCRIMINATION CERTIFICATION

That the above named entity is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

Miami-Dade County Resolution No. R-385-95.

Any contract entered into based upon a false certification submitted pursuant to resolution No. R-385-95 shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its certification.

## FAMILY LEAVE PLAN CERTIFICATION

That in compliance with Ordinance #93-118 which amended Ordinance #91-142 of the Code of Miami Dade County, Florida, the above named entity provides the following information and is in compliance with all items in the aforementioned ordinance.

Employees, as defined in Section 2, Ordinance# 93-118 and Chapter 11A of the Miami Dade County Code, shall be entitled to take leave on the same terms and conditions as are provided by Sections 102, 103, 104 and 108 of the Family and Medical Leave Act of 1993 (FMLA), Public Law No. 103-3, and any amendments thereto, with the exception of the following:

- (a) An employee may also take leave under the ordinance to care for a grandparent with a serious health condition on the same terms and conditions as leave is permitted under the FMLA to care for a parent with a serious health condition.
- (b) Employers are not required by the ordinance to maintain coverage under any group health plan for the duration of an employee's leave.
- (c) Nothing in this ordinance shall be construed to affect any employee benefit plan that the employer may otherwise provide.

Pursuant to Ordinance # 93-118, and Section 102 (Leave Requirements), Entitlement to Leave-Subject to section 103, an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:

- (a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- (d) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

## **DOMESTIC LEAVE CERTIFICATION**

The entity named above certifies that the firm is in compliance with the Domestic Leave Ordinance, Ordinance 99-05.

### **MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec.2-8.1 (c) of the County Code)**

Except for small purchase orders and sole source contracts, the above named entity verifies that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the entity have been paid.

## **DRUG-FREE WORK PLACE CERTIFICATION**

The entity named above certifies that the firm will provide a drug free workplace in compliance with Section 2-8.1.2 of the Code of Miami-Dade County as amended by Miami-Dade County Ordinance 00-30.

This single execution shall have the same force and effect as if each of the above five certifications/verifications had been individually executed.

Neville Jennings  
(Signature of Authorized Representative)

Title PRESIDENT.

Date 8/06/03

STATE OF: FLORIDA

COUNTY OF: DADE

The above instrument was acknowledged before me this 6th day of AUGUST, 2003

by NEVILLE JENNINGS  
(Authorized Representative)

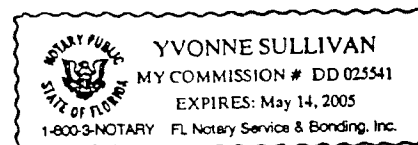
of NK ENTERPRISES INC.  
(Name of Corporation, Partnership, etc.)

☒ who is personally known to me or has produced as identification and who did/did not take an oath.

Yvonne Sullivan  
(Signature of Notary)

YVONNE SULLIVAN  
(Print Name)

Notary Stamp or Seal:



Notary Commission Number: 025541

My Commission Expires: MAY 14, 2005